State of Illinois

### Mortgage

FHA Case No. 131:5966310/734

This Indenture, made this 30TH

day of JANUARY

VOLETTA H. HAUGHTON, DIVORCED WOMAN NOT SINCE REMARRIED ---

, 19 90 , between

, Mortgagor, and

TCF MORTGAGE CORPORATION,

a corporation organized and existing under the laws of

MINNESOTA

Mortgagee.

Witnesseth: Trai whereas the Mortgagor is justly indebted to the Mortgagon, as is evidenced by a certain promissory note bearing even as a herewith, in the principal sum of

THIRTY SEVEN THOUSAND AND NO/100

Dollars (\$ 37,000.00

payable with interest at the rate of TEN

per centum ( 10.0000 ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

350 N. MILWAUKEE AVE., LIBERTYVILLE, 1L 60048 at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in

monthly installments of THREE HUNDRED TWENTY FOUR 20 70/100

Dollars (\$

324.70 )

90, and a like sum on the first day of each and every month thereafter until MARCH the note is fully paid, except that the final paymen of principal and interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY 20

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agree nems herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the fallowing described Real Estate situate, lying, and being in the county of

T#4444 TEAN 2814 02/02/98 09:28:00

新939 # D **\*-90-656321** GUCK COUNTY RECORDER

PIN # 03 24 100 044 1017

and the State of Illinois, to wit:

15 PIPER LANE # 201, PROSPECT HEIGHTS TL 60070 COMMONLY KNOWN AS:

SEE ATTACHED RIDERS MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or ne eafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To Have and to Hold the above-described premises, with the appurtenances and lixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestoad Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And Sald Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this

instrument; not to suffer any lion of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinalter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any toor assessment that may be levied by authority of the State of illineis, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership there of; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments:

96056991

HUD-92116M(10-85 Edition) 24 CFR 203.17(a)

Page 1 of 4

elon oil tebau ebem ed of sinemysq lis bas digstgated sid to (c) All payments mentioned in the two preceding subsections

special assessments; and Mortgagee in Irust to pay said ground rents, premiums, taxes and and assessments will become definquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid orty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies sulq ,eub txen ,yns ii ,etnet bnuotg edt of leupe mus A (d)

delinquencies or prepayments; balance due on the note computed without taking into account (I/12) of one-half (1/2) per centum of the average outstanding dillowi-eno of isupe tauours as ni ed lists holdw (mulmerq ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop--untent sidt bas atsb neve to ston biss as gnot os bas it (II) Act, as amended, and applicable Regulations thereunder; or

gniauoH IsnoitsM off of Insurant premodeved ned1U has gni holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Ma-·untani aint bing data neve to eten bias as gnot os bias tt (1)

by the Sacretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are hold ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with

:smus gniwollof this bise yillul si eton bise ent liteu atnom does to yeb terif secured hereby, the Mortgagor will pay to the hortgagee, on the eton en 10 antet est sebnu eldeysq taetetni bne lagioning to

That, together with, and in addition to, the munthly payments

on any installment due date. That privilege is reserved to pay the debt in whole, or in part,

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thereof to satisfy the sec e. contested and the sale of forteiture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so ceedings brought at court of competent jurisdiction, which shall test the same or the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, conpremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee

It is expressly provided, however (all other provisions of this

Morigagor the sale of the mortgaged premises, if not otherwise paid by the debiedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additional inmay deem necessary for the proper preservation thereof, and any ti noiterest at the property herein mortgaged as in its discretion it seesements, and insurance premiums, when due, and may make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises, or to keep said payments; or to satisfy any prior lien or incumbrance other than In case of the relusal or neglect of the Mortgagor to make such

ment of which has not been made hereinbetore. All insurance shall ly, when due, any premiums on such insurance provision for payperiods as may be required by the Mortgagee and will pay prompthazards, casualties and contingencies in such amounts and for such tento bas evil yd esol tenisgs eegsgtroM edt yd emit et emit morl erected on the mortgaged property, insured as may be required That He Will Keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the tents, issues, and profits now due or which may hereafter aloresaid the Mortgagor does heroby assign to the Mortgagee all

asonbeidebni ent le inemyaq ent tol yttuoez lanelitbbA es bnA of the preceding paragraph.

adjust any payments which shall have bean made under subsection (a) cipal then remaining unpaid under sald note and shall properly of the preceding paragraph as a crocit a jainst the amount of prin-(d) notices then remaining in the funder et must estimated under entire (d) proceedings or at the time the property is otherwise acquired, the the Mortgages shall apply, at the time of the commencement of such or if the Mortgagee acqui or the property otherwise after default, nortgage resulting in a colic sale of the premises covered horeby, If there shall be a cotault under any of the provisions of this under the provision of subsection (b) of the preceding paragraph. Development, and any balance remaining in the lunds accumulated not become obligated to pay to the Secretary of Housing and Urban sed eagling of the preceding paragraph which the Mortgagoe has count of the Mortgagor all payments made under the provisions of in campiting the amount of such indebtedness, credit to the aconlite indebledness represented thereby, the Mortgagee shall, Jance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accortents, taxes, assessments, or insurance promiums shall be due. If at deliciency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, proceding paragraph shall not be sufficient to pay ground rents. payments made by the Mortgagor under subsection (b) of the gagor, or refunded to the Mortgagor. If, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground tents, subsection (b) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

.atnomysq tnaupnilab gnilbnsd ni baylovni more than lilteen (15) days in arrears, to cover the extra expense not to exceed four cents (\$.04) for each dollar (\$1) for each payment under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay-

- (V) late charges.
- (VI) amortization of the principal of the said note; and
  - (III) interest on the note secured hereby;
    - cther hazard insurance premiums;
- (II) ground rents, if any, taxes, special assessments, lite, and
- charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly
- (I) premium charges under the contract of insurance with the

the order set forth: payment to be applied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of loreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminant'd amain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Sucretary of Housing and Urban Development dated subsequent to the six y (7.0) days time from the date of this mortgage, declining to insure raisence and this mortgage, being deemed conclusive proof of such colligibility), the Mortgagee or the holder or the note may, at its option, declare all sums secured hereby immediately due and payable.

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than be devise, descent or operation of law) by the mortgager, pursuant to a contract of sale executed not later than [3] 12 [3] 24 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

In the event of dofault in making any monthly payment provided for herein and in the note secured horeby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of sald principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagoe shall have the right immediately to loroclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homostead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgague with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the profection and preservation of the property

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair, pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; base the said premises to the Mortgageor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises horeinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph

And in case of foroclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' lees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgageu, so made parties, for services in such suit or proceedings, shall be a further tien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtodness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in cursuance of any such decree" (1) All the costs of such suit or sulls, advertising, sale, and conveyance, including alterneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate sult forth in the note secured hereby, from the time such advances one made; (3) all the accrued interest remaining unpaid on the individuess hereby secured, and (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abid o by comply with, and duly perform all the covenants and agreements forcin, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written domand therefor by alortgagor, execute a release or satisfaction of this mortgage, and wortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgager shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the lemining.

er attached to and forming a part of policy or commitment number;

tinuation of SCHEDULE A

Unit Number 14-201 in Pinecrest Condominium, as delineated on a survey of the following described real estate:

Lot 1 in Pinecrest Apartments being a subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 42 North, Range 11 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document number 25286349 together Proberty of Coot County Clert's Office with its undivided percentage interest in the common elements, in Cook County, Illinois.

30056321

#### **CONDOMINIUM RIDER**

TCF MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
15 PIPER LANE, UNIT # 201, PROSPECT HEIGHTS,, 1L 60070

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

#### PINECREST CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverage and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant as the Constituent Documents.
- B. Hazard Insurance. Solong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Londer requires, including fire and hazards included within the term "extended coverage," then:

  (i) Lender waives the provision in Uniform Covenant 2 for the monthly payments to Lender of one-twelfth of the yearly

premium insullments for hazard insurance on he Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of the lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in fieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, you have excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such exions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, a nount, and extent of coverage to Lender.

- D. Condemnation. The proceeds of any award or claim for d'anages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

  E. Lender's Prior Consent. Borrower shall not, except after notice to 'Lender and with Lender's prior written consent, either
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lei der and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project except for abardonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium kider.

Voletta H. Han	eglita	
VOLETTA H. HAUGHTON	Borrower	Borrower
	Borrower	Borrower

30056321

Property of Cook County Clark's Office

90056321



### **FHA ASSUMPTION RIDER**

This Rider, dated the 30TH day of JANUARY ,1990, is incorporated into and shall be deemed to amend and supplement the Mortgage Deed ("Mortgage Deed") of even date by and between the Mortgagor(x):

VOLETTA H. HAUGHTON

and TCF Mortgage Corporation, the Mortgagee. Section 10 of the Mortgage Deed is amended to read as follows:

"The Mortgagee shall, if permitted by applicable law and with the prior approval of the Federal Housing Commissioner or his or her designee, declare all sums secured by this mortgage to be immediately (the and payable if all or part of the property is sold or otherwise transferred (other than by devise or descent) to a purchaser or grantee who does not occupy the property as his or her principal or secondary residence, or to a purchaser or grantee who coes so occupy the property but whose credit has not been approved in accordance with the requirements of the Commissioner."

IN WITNESS WHEREOF, Mortgagor has set his hand the day and year first aforesaid. Commissioner."

Signed and delivered in the presence of