ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1989 SERIES C AND D 77142 **MORTGAGE**

This instrument was prepared by: NATIONAL HOME FINANCING (Name) GLEN ELLYN, IL 60137

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726600	ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1989 SERIES C AND D 77142 MORTGAGE \$16.	00
72	This instrument was prep NATIONAL HOME I (Name)	-
•	GLEN ELLYN, IL	6013
5	·	90
SCHALL ISODOM	between the Mortgago. WILLIAM E. JOHNSON, SINGLE NEVER MARRIED	,
74	(herein "Borrower"), and the Mortgagee,	
1	NATIONAL HOME TNANCING CORPORATION an association organized and	existing
R	under the laws of THE STATE OF ILLINOIS , whose address is 799 ROOSEVELT ROAD,	 -
3.	GLEN ELLYN, ILLINGIS 60137 (herein "Lender").	
B	WHEREAS, Borrower is indebted to Lancer in the principal sum of NINETY THOUSAND NINE HUNDRED	
₹.	AND NO/100Dollars, which indebtedness is evidenced by Bor	rower's
3	note datedJULY 31, 1990(herein "Note"), providing for monthly installments of princi	pal and
	interest, with the balance of the indebtedness, if not so ne paid, due and payable onAUGUST 1, 2020	
	· · · · · · · · · · · · · · · · · · ·	
	TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of a	III other
	sums, with interest thereon, advanced in accordance herewith to proved the security of this Mortgage, and the performance	of the
	covenants and agreements of Borrower herein contained, and (b) the reperment of any future advances, with interest thereon, n	nade to
	Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Porrower does hereby mortgage, warrant, gra	int and
	convey to Lender the following described property located in the County of COUNTY, State of Illinois:	
	UNIT NUMBER 3006-1, IN THE HARVEST RUN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL LETATE, A PART OF HARVEST RUN SUBDIVISION, BEING A PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 88476474 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.	
	COOK COUNTY. ILLINDIS FILED FOR RECORD	r.D
	1990 AUG -2 PM 1: 07 90372409	90372409
	00 10 400 044 0000	9
	02-12-400-044-0000	
,	which has the address of 1320 EAST EVERGREEN-UNIT 3006-1 PALATINE	
	(Street) (City) ILLINOIS 60067 (State and Zip Code) (herein "Property Address");	

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

UNOFFICIAL COPY

Property of Cook County Clerk's Office

GLEN ELLYN, ILLINOIS 60137
799 ROGSEVELT ROAD
799 ROGSEVELT ROAD

RECORD AND RETURN TO:

06/1 PesiveR Form MP-8

1989 SERIES C AND D 77142 SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II ILLINOIS HOUSING DEVELOPMENT AUTHORITY

OC. 312

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			wer herein contained, and (b) the	
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redto lis	t themon, the payment of	tenced by the Note, with interest	repayment of the indebtschriss evic	edt (s) jehne i ot 38i 1032 OT
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		(herein "Lender").		GEEN EFFAN' IFFI
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				TOTAL STATE OF THE PARTY
-			LIAM E. JOHNSON, SI	
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(410)	(learle)	
PALATINE	EAST EVERGREEN-UNIT 3006-1	which has the address of 1320
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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royaities, mineral, oil and gas rights and profile, water, water rights, and water stock, and all dividuces now or hereafter attached to the property covered by this Mortgage; and all of the foreign of the property covered by this Mortgage; and all of the foreign of the

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.	1:11 A	
	WILLIAM E. JOHNSON	—Borrowe
		—Borrower
STATE OF ILLINOIS, COOK	County se:	
Melinaria de Torneon de		for said county and state,
do hereby certify that WILLIAM E. JOHNSON, S	the same person(s) whose name(s)	IS
subscribed to the folegoling instrument, appeared before me this	day in person, and acknowledged that	
he /SHE signed and delivered the said instrument as	HIS/HER	tree and voluntary
act, for the uses and purposes therein set forth. Given under my hand and official seal, this	31 day of July	, 19 -20 _
My Commission expires: "OFFICIAL SEAL"	en Thre Rule	OS)
LINDA MARIE RUDOLPH Notery Pub:ic, State of Iffinals My Commission Expires 8/8/82	Notary Public	
RECORD AND RETURN TO		
NATIONAL HOME FINANCING CORPORT 799 ROOSEVELT ROAD GLEN ELLYN, ILLINOIS 60137	PION	
ATTN: NATIONAL HOME FINANCING Bのようつう	77/2	

ADDENDUM. The rights and obligations of the parties to this Mortrage and the Note which is secured by the Mortgage are expressly made subject to it includendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage or the Note, the provisions of this Addendum shall control.

The Borrower agrees that the Lender or its assignee may, at any time without prior notice, accelerate all payments due under the Mortgage and Note and excrise any other remedy allowed by law for breach of the Mortgage or Note if (i) the Borrowerselis, rents or falls to occupy the property described in the Mortgage as his or her parmaint and primary residency; or (ii) the statements made by Borrower in the Buyer's Afridavit (illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Borrower falls to abide by the agreements contained in the Buyer's Affidavit; or (iii) if the Lender or the illinois Housing Development Authority finds any statement contained in said Affidavit to be untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit of duyer are necessary conditions for the granting of the loan.

NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE OR THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies C' multitive. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforced by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and signs Bound; Joint and Several Liability; Captions. The convenants and agreements herein contained shall bind, and the rights herein digraph in the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or satisfies to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall organized by Lender, its successors or satisfies and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address hitsed herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Uniform Mortgage; Governing Law; Sevi rability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict analy not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 16.Borrower's Copy. Borrower shall be furnished a conforme a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien of encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this fortgage to be immediately due and payable.
- If Lender exercises such option to accelerate, Lender shall mall Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date, the notice is malled within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such pariot, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 thereof.

NON-UNIFORM COVENANTS. Borrower and Lender further convenant and agree as follows:

- 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrowar's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mall notice to Borrower as provided in paragraph 14 hereof specifying; (1) the breach; (2) this action required to cure such breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice hall further inform Borrower of the sums socured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to minst be after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and toreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosor, this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not imited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.
- 22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

require Lender to incur any expense or take any action hereunder. event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall

notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which Any amounts disbursed by Lender pursuant to this paragraph 7, with Interest thereon, shall become additional indebtedness of Borrower accuracy this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon accuracy to payment, such amounts shall be payable upon accuracy to payment, such amounts shall be payable upon accuracy to the payable upon

manner provided under paragraph 2 hereof. Y. **Protection of Lender's Security.** If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest, including, but not limited to, eminent option, upon notice to Borrower, may make such appearances, disburse such sume and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of response such sume and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of response such summing the Property, or making the loan secured by this Mortgage, Borrower shall psy this premiums Lender to maintain such insurance as a condition of making the loan secured by this Mortgage, Borrower shall psy this premiums in the Borrower's and Lender's written action in affect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall psy the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

were a part hereof.

6. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned Unit Develorments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Sovewer's obligations unit in a condominium or a planned unit development, Borrower shall perform all of 30 tower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development ider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such development entail be incorporated into and shall amend and supplement the covenants of this Mortgage as if the rider there a part hereof.

insurance proceeds at Lender's option either to responsible of the Property of to the succeeds at Lender's option either to responsible of the Property of to the succeeds at Lender and Borrower otherwise agree in writing, any such application of proceeds it principal shall not extend or postpone the due date of the monthly installment referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the monthly installment referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any installments. If under to the succeeds therefore the proceeds in a security in a second of the same of the succeeds in a second of the succeeds as a second of the succeeds and in a second of the succeeds as a second of the succeeds and in a second of the succeeds as a second of the succeeds are succeeded by this Mortgage immediately prior to such asie or acquisition.

Borrower that the insurance carrier offers to settle a ciaim for insurance benefits, Lender: suthorized to collect and apply the restoration or repair is not economically leasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess. (4,0), paid to the Borrower, if the Property is abandoned by the Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower the capture of the Borrower falls to respond to Lender to Solrower the last the capture capture and the capture of the Borrower falls of last the capture of the

All insurance policies and renewals thereof shall be in form acceptable for the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable for bender and shall include a standard mortgage clause in favor of and in form acceptable to Lender shall have the insurance carrier and Lender. Lender all renewal notices and all receipts of paid premium in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made or amply by Borrower.

Unless Lender and Borrower otherwise saree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such responded such restoration or repair is economically feasible or if this Mortgage is not thereby. The insurance restoration provided such is not seconomically feasible or if this Mortgage is not thereby. The insurance responds in the provided such is not seconomically feasible or if this Mortgage is not thereby. The insurance restoration or repair is not seconomically feasible or if this Mortgage is not thereby. The insurance responds to the provided such respect to the seconomical parameter.

hereot or, it not paid in such manner, by Borrower making payment, whi n due, directly to the insurance carrier,

5. Hexard insurance. Borrower shall keep the improvements now existing or hereafter enected on the Property insured against loss by the hexards included within the term "extended coverage; and such other hexards as Lender may require; provided, that Lender as all the the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be under paragraph approval shall not be under paragraph and the content of the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be under manner by Borrower making payment, which due, directly to the insurance carrier.

TOBI BOT 4. Charges: Llene. Borrower shall tely all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Morgage, and leasehold payments or ground rents, if any, in the manner provided under paragraphs of the payee thereof. Borrower shall promptly to the payee thereof. Borrower shall promptly turnish to Lender all notices of amounts due or do this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly turnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this promptly turnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall such payments. Borrower shall such is a priority or the property or shall in good faith confest auch lien in the Property or defend enforcement of the obligation secured by such lien in, legal proceedings which operands to brevent the enforcement of the lien in, legal proceedings which operands to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. Application of Pay nent. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereot shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereot, then to interest payable on the Note, then to interest and principal on any Future Advances.

against the sums secured by this Mortgage.

premisers and yound refer to the Eurola of the Eurola the Funda in the Eurola bender shall not be sufficient to pay takes, seesaments, insurance premisers a seesaments. The second of the Eurola in the Eurola shall not be sufficient to pay takes, assessments, insurance premiums and ground rents as they tall due, Borrower requesting payment thereof:

Upon payment, in rull of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. It under paragraph 18 by roof the Property is sold or the Property is otherwise acquired by Lender shall apply, no later than index paragraph 18 by roof to the Scoperty is sold or the Property or its acquisition by Lender, any Funds held by Lender shall apply, no later than immediately prior to the stoperty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit applies to the sums secured by this Mortgage. premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to

taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance sums secured by this Mortgage.
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of

ground rents, tenter may not cristige for so moting and apprying the Funds and applicable law permits Lender pays Borrower and subside the Funds and applicable law permits Lender to pays Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower any agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any inferest on funds and the Funds showing credits and interest to the Funds above to supplicable is to derrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds are pledged as additional security for the debits to the Funds and the purpose for which each debit to the Funds are pledged as additional security for the ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said (including Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency

.toeredt S. Funds for Tease and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-tweitth of the yearly trans and assessments which may attain prior this Mortgage, and ground rents on the Property, if any, plus one-tweitth of yearly premium installments for hazard insurance, plus one-tweitth of yearly premium installments for mortgage insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and reasonable estimates the area of assessments.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and the interest on the interest on the debtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Form MP-9 Revised 8/87

77142

UNOFFICIAL COPPLY OF ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 198_9 SERIES_C & D

CONDOMINIUM RIDER
THIS CONDOMINIUM RIDER is made this 31 ST day of JULY 19 90, and is incorporated into and shall be deemed to amend and supplement a mortgage ("Mortgage") dated of even data bergylith given by the undersigned ("Borrower") to secure Borrower's Note to NATIONAL HOME FINANCING CORPORATION
("Lender") and covering the Property legally described in the Mortgage. The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project ("Condominium Project").
In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:
A. <u>Assessments</u> . Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project ("Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.
B. <u>Hazard Insurance</u> . So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lendar may require, and in such amounts and for such periods as Lendar may require, then:
(i) Lender (vai/es the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hizerd insurance on property covered by the Owners Association master policy. (This waiver does not apply to hazard insurance an ering property which is not subject to coverage under the Owners Association master policy.)
(ii) the provisions in 'inform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, ov-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during v high such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.
In the event of a distribution of hazard insulance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Moltourga, with the excess, if any, paid to Borrower.
C. <u>Lender's Prior Consent</u> . Borrower shall not, wit nout prior written notice to Lender and Lender's prior written consent, partition or subdivide the Property or consent to:
(i) the abandonment or termination of the Condominum Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other case of a taking by condemnation or eminent domain;
(ii) any material amendment to the declaration, by-laws c. sode of regulations of the Owners Association, or equivalent constituent document of the Condominium Project including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
(iii) the effectuation of any decision by the Owners Association to 'erminate professional management and assume self-management of the Condominium Project.
D. Remedies. If Borrower breaches any of Borrower's covenants and agreemants under the terms of this Condominium Rider, including the covenant to pay when due condominium assessments, then Lenda may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Uniform Covenant 1.
IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.
William III
WILLIAM E. JOHNSON
Borrower WILLIAM E. JOHNSON Borrower
STATE OF ILLINOIS) SS COUNTY OF COOL) A Notary Public in and for said county and state, do hereby certify that WILLIAM E. JOHNSON MASSE MUSES MASSES THAT Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
2/ 0 a a

My commission expires:

Notary Public, State of Illinois My Commission Expires 8/8/92

Given under my hand and official seal this 3/ day of 3/19 90

"OFFICIAL SEAL"

LINDA MARIE RUDOLPH

Notary Public, State of Illinois

UNOFFICIAL COPY

Property of Coot County Clert's Office

GLEN ELLYN, ILLINOIS 60137 799 ROGEVELT ROAD NATIONAL HOME FINANCING CORPORATION

RECORD AND RETURN TO: