51.7399-2

#### ASSIGNMENT OF MORTGAGE

93552790

STATE	OF	ILLINOIS	)
COUNTY	OF	COOK	ss

STATE OF ILLING COUNTY OF COOK	) SS		
F.S.B., a fed- under the laws bargain, sell, CAPITAL CORPO	erally charte of the Unit convey, and d PRATION	the undersigned, HORIZON SAVINGS Bered savings bank organized and existed States of America, does hereby gradium unto the <u>KIDDER PEABODY MORTGAGE</u> its successors and assigns.	sting rant,
		Richard F. Wheater and Lina A. Wheeler.	
In the principa		to HORIZON SAVINGS BANK, F. IR HUNDRED THOUSAND AND NO/100 DOLLARS	.S.B.
In the brancabe	(S	3 400 000 00 ) dated the 30th de	y of
lune Cook	, 19 <u>88</u> in t	the office of the Recorder of Deed Document Number 88301357	ot
together Alth	the debt secu undersigned	ired, the Note therein described, and in and to the lands and property conv	
to Evanaton be	ng a Subdivisio	Arthur T. Mc Intosh Central Wood Addition on of part of fractional Section 11, and of the Third Principal Meridian,	
and decide apparent	, 3	. DEPT-01 RECORDING	\$23.00
	0,5	- T45555 TRAN 6721 07/16/ ・ 46733 * *********************************	
	10-11-306-0 7 2430 Control Par	k, Evanston, Illinois 60201	
representations TO HAVE AN CAPITAL CORPO IN WITNESS caused this in	of any kind. D TO HOLD UNT PRATION  WHEREOF, the control of the co		ver.
	HORIZON RESOLUTI	SAVINGS BANK, F.S.B. IN CONSERVATORSHI ON TRUST CORPORATION AS CONSERVATOR	₽.
	BY: A	ETTY J. PRYNE, VICE PRISIDENT S.	
STATE OF ILLING COUNTY OF COOK	IS )ss	To Survey and	
STATE AFORESAID WW&W&W&W&W&W&W&W Vice personally know to the forego appeared before signed and del voluntary act	, DO HEREBY C President of In to me to be ing instrume me this day ivered the s and as the fr		o is cibed ent, e/she and
GIVEN UNDE	R MY HAND AND , 18 90.		Y OF
RETURN TO: FGB Renity Adviso 20 East Fifth Str Tulsa, Oklahoma	TRI Pro 11 1	Notary Public  "OFFICIAL S'AL"  MARY MACHENZIE Notary Public, State of Himois Machine State of Himois Machine State of Himois	taman (Miller of Stage of S

THIS DOCUMENT PREPARED BY: 5/21/90

Horizon Savings Bank, F.S.B. 1131 Chicago Avenue, Evanston IL

### **UNOFFICIAL COPY**

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Property of Cook County Clerk's Office

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# UNOFFICIAL COPY

114 Cm+ Ne. 132-1097863-734

### **CONDOMINIUM RIDER**

COMPONIENT RIDER
LIDAN# 00000273  THIS CONDOMINIUM RIDER is made this 07 day of JULY , 19 93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to BIRMINGHAM BANCORP MORTGAGE CORPORATION
("Lendor") of the same date and covering the property described in the Security Instrument and located at: 1622 QUAIL CT #6 ARLINGTON HTGS IL 60600
[Property Address]
The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: PHEASANT TRAIL CONDOMINIUM
[Name of Condensisium Project]
("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the pereit 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 covenant and agree as follows:
A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the cordom nium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by floxs), to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to a sider of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument 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 any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a dimediation of hazard insurance proceeds in lieu of reatoration or repair following a loss to the Property, whether to the condendation unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for any loss occurred by this Security Instrument, with any excess paid to the entity legally entitled thereto.
B. Borrower promises to pay Borrower's silocated share of the common e pen es or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
C. If Borrower does not pay condominium dues and assessments when due, then bender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower accurred by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bere 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, Sorrower accepts and agrees to the terms and provisions contained in this Consolitaism Rider.
JIMMIE A. JUSTUS Borrower Borrower
(Scal) (Scal)
State of ILLINOIS )
County of COOK )
I, THE UNERSUMED , a Notary Public of the County of
JIMME A JUSTICE personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITHESS my hand and official seal this the 700 day of JUSY , 1993
"OFFICIAL SEAL" SAN B. Togethe NOTATE PUBLIC

"OFFICIAL SEAL"

Lisa R. Lopardo

Banking Point Superify Public, State of Illinois
Call Tel Pres Mothy Confidence April 30, 1997

Notary Public

FHA-27622 (8/01)

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Property of Cook County Clerk's Office

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the proceeds to the principal shall not expect to proper the during the monthly paying its, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9, Grounds for Acceleration of Debt.

(a) Default. Londer may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or According to the second of the second on the due date of the next monthly payment, or

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(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a hereficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or granted does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Londer does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize (colleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not traured. Borrower agrees that should this Security Instrument and the Note secured thereby not be oligible for insurance and the National Housing Act within 60 from the date hereof, Lender may, at its option and notwithstanting anything in Paragraph 9, require immediate payment in full of all aums secured by this Security Instrument. A writter, statement of any authorized agent of the Secretary dated subsequent to

from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unlessissifity of insurance is solely due to Lender's failure to remit a mortgage insurance

promium to the Secretary.

10. Reinstatement. Borrower has a right to be rein tated if Londor has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower's shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligitions of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses projectly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that is secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will proclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waller. Extension of the time of payment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for perment or otherwise modify amortization of the sums secured by this Socurity Instrument by reason of any demand made by the original Botrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of Paragraph 9.6. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the successful the security in the Security Instrument; (c) is not personally obligated to pay the successful the security in the Security Instrument; (d) is not personally obligated to pay the successful the security in the Security Instrument; (e) is not personally obligated to pay the security interest in the Security Instrument of the security in the security in the security Instrument of the security Instrument o Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or nake any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this occurity Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Berrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

Assignment of Rents. Borrower unconditionally assigns and transfers to Londer all the rents and revenues of the Property. Borrower authorizes Lender or Londer's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be hold by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Londer or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rants and has not and will not perform any act that would prevent Lender

from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Londor or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lander. This assignment of rents of the Property shall terminate when the dobt secured by the Security Instrument is paid in full. ....

 Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, resonable attorneys' fees and costs of title evidence. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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OAD, BUITE 280	MESS OF TAKE R
NORTGAGE CORPORATION	RECORD RETURN TO BIRNINGHAN BANCORP
A)C.E. C.C. Molary Public, State of Lilinois Molary Public, State of Lilinois My Commission Expires April 30, 1997	My Commission expires:
"OFFICIAL SEAL"	GG Great
ALUT To Yab	HTV sids , tase fais Mo lead was two reductions and the contract of the contra
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free and voluntary act, for the uses and purposes therein	ZIH as insmiritani bias odi berevitob bias bengia
in person, and acknowledged that	subscribed to the foregoing instrument, appeared before the this day i
ourly known to me to be the same person(s) whose name(s)	re red *
E MAN, MOVER MARRICO	do hereby certify that TIMMIE A. JUSTUS, A SINGL
a Notary Public in and Cor said county and state,	CANDISSECUT BILL "
County hat	STATE OF ILLINOIS, COOK
Rwened-	A Nº1 ent ent web8 elegs)
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AUTEUT. A SIMPLE	r
Justice Of Justice (South	Містовнові
	any rider(s) executed by Bortower and recorded with it
ni hna mamuriani vihuse2 sidi ni benisinos amanavos bua se	BY SIGNING BELOW, Borrower accepts and agrees to the term
	Oraclusted Payment Ridor
19bi # Inempoleve G Jin U bennal q	S Condominium Rider Condominium Rider
sinanovoo oili taamolqqua baa bnoma llada bna otni botanoqroo	Riders to this Security Instruction. If one or more riders are ex Instrument, the covenants and agreems ate of each such rider shall be in- and agreements of this Security Instructor as it the rider(s) were a pr