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1999-03-08 15:11:15
Cook County Recorder 37.50



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WHEN RECORDED MAIL TO:

PREFERRED MORTGAGE
ASSOCIATES, LTD.
12413 S. HARLEM
SUITE 202
PALOS HEIGHTS, ILLINOIS 60463
APN #
LOAN # 9196715

[SPACE ABOVE RESERVED FOR RECORDER]

MORTGAGE

THIS MORTGAGE is made this 5TH day of MARCH , 1999, between the Mortgagor,
ARBA HOULDEN AND TOMMETTE MILLER HOULDEN, HUSBAND AND WIFE
L- 51.

(herein "Borrower"), and the Mortgagee,
PREFERRED MORTGAGE ASSOCIATES, LTD., AN ILLINOIS CORPORATION
a corporation organized and existing under the laws of ILLINOIS
12413 S. HARLEM SUITE 202; PALOS HEIGHTS, ILLINOIS 60467 , whose address is
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,900.00 , which indebtedness is evidenced by Borrower's note dated MARCH 05, 1999 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on APRIL 1, 2009 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK , State of Illinois:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

TWO PAGE PUD RIDER ATTACHED HERETO AND MADE A PART HEREOP

Initials ALH TMH

ILLINOIS-SECOND MORTGAGE 1/80-FNMA/FHLMC UNIFORM INSTRUMENT
MSG DREDIL2 1390

Form 3814

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Form 3814

MS. D. 2. 1. 390

ALUMINUM-SCREW MORTGAGE-1/10-YR/MARSHALL COUNTY INSTRUMENT

ST496T6 # NYOT

of guarantees by a Federal or state agency (including Leander if Leander is an institutional lender, pays said taxes, assessments, insurance premiums and ground rents. Leander may not charge for so holding and applying the Funds, already having paid, account of verifying and compiling said assessments and ground rents. Leander shall be held in, insuring the depositories of accounts of which are insured of guarantees by its members, unless to Leander, the Funds shall be pledged as additional security for the sums received by this Message.

2. Funds for Taxes and Expenses as provided in the Note, subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of \$, plus and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit developments, assessments, etc., which may from time to time prevail over this Mortgagor's and ground rents on the Property); plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for liability insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable expenses thereafter. Borrower shall not be obliged to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or a deed of trust if such holder is an institutional lender.

Bottower certifies that Bottower is lawfully entitled to the easement or the estate hereby conveyed and has the right to mortgage the Property, and that the title to the Property is unencumbered, except for encumbrances of record. Bottower certifies that Bottower is lawfully entitled to the easement or the estate hereby conveyed and has the right to mortgage the Property, and that the title to the Property is unencumbered, except for encumbrances of record.

TOGETHER with all the improvements now or hereafter erected on the property, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all easements, rights, appurtenances and fixtures, together with said property (or the lessorhold estate if this Mortgage is on a leasehold) are heretofore referred to as "Property".

U.S. Pat. No. 6,061,919 (Title: "Method and Apparatus for Generating a Zip Code from a Geographical Address")

MEMBERS OF THE EAST 89TH PLACE, CHICAGO,

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LOT 56 IN THE CHATHAM CLUB, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1998 AS DOCUMENT NUMBER 98860318, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE CHATHAM CLUB HOMEOWNERS ASSOCIATION RECORDED 12-11-98 AS DOCUMENT NUMBER 08128989.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

25-03-115-008	25-03-115-014
25-03-115-011	25-03-115-018
25-03-115-012	25-03-115-019
25-03-115-013	25-03-115-020
25-03-501-001	25-03-115-034

no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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

LOAN # 9196715

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ILLINOIS SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

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EDUCATIONAL PROGRAM INSTRUMENT

ST496T6 # NYOT

Mr. H. H. Miller

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums received by Lender, however, this option shall not be exercised by Lender unless exercised by Lender is prohibited by federal law as of the date of this Mortgage. Moreover, this option shall not be exercised by Lender unless it is prohibited by federal law as of the date of this Mortgage.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the property.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal Mortgage law. In the event that any provision of this Mortgage shall not limit the applicability of Federal Mortgage law, then such provision shall be severable from all other provisions of this Mortgage.

12. 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 in the Property.

11. Successors and Assigns: Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the right to recover under shall run to, the respective successors and assigns of Borrower and Lender and their heirs, executors, administrators, and personal representatives.

Settlement of the sums secured by this Mortgage by reason of any demand made by the Original Borrower and Borrower's successors in interest. Any mortgagee 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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. 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.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Aren Houlden

AREN HOULDEN

(Seal)

- Borrower

Tommette Miller Houlden

TOMMETTE MILLER HOULDEN

(Seal)

- Borrower

99219850

(Seal)

- Borrower

(Seal)

- Borrower

(Sign Original Only)

LOAN # 9196715

ILLINOIS SECOND MORTGAGE I/SO-FNMA/FHLMC UNIFORM INSTRUMENT

MSC DEEDL2 1290

Form 3814

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[SPACE ABOVE RESERVED FOR RECORDER]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5TH day of MARCH 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to PREFERRED MORTGAGE ASSOCIATES, LTD., AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 102 EAST 89TH PLACE, CHICAGO, ILLINOIS 60619

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants, Conditions and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as

CHATHAM

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

LOAN # 9196715

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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FORM 3150 9/90

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MULTISTATE PUD AGREEMENT - Single Family - Future Use/Trade MULTIFORM INSTRUMENT
FORM 3150 9/90
MSO M52150 QZ6
LOAN # 9196715
Page 2 of 2

-Borrower
(Seal) _____ -Borrower
(Seal) _____

ABRA HOLTZEN
TOMERTE MILLER HOLDEN
-Borrower
(Seal) _____ -Borrower
(Seal) _____

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

b. Remedies. If Borrower does not pay PUD 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 requiring payment.

(iv) Any action which would have the effect of reducing the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) Termination of professional management, assumption of self-management of the Owners Association; or
benefit of Lender;

(ii) Any abandonment to any provision of the "Consumer Document" if the provision is for the express benefit of Lender;

(i) The abandonment or termination of the PUD, except for abandonment of termination required by law in the case of substantial destruction by fire or other causality or in the case of a taking by condemnation or eminence domain;

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

D. Cancellation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and transferred to Lender, Lender shall be liable to the sums secured by the Security Interest as provided in Uniform Commercial Code, section 9.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Interest, with any excess paid to Borrower.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

(ii) Borrower's obligation under Uniform Contract 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.

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