thit No. 2-"A"-"L" in Building No. 4, in Kingsport Estates Condominium, as delineated on a survey of the following described Real Estate: A part of the North 1/2 of the North West 1/4 of the North East 1/4 of Section 35, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit 'A' to the Declaration of Condominium filed as Document Number IR 3094348, together with its undivided percentage interest in the common elements, as amended from time to time, in Cook County, Illinois. Proberty of Coot County Clert's Office

N CO FIE MINIAN L RIDGE P.

,19 87. 24111 THIS CONDOMINIUM RIDER is made this day of 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 FIREMAN'S FUND MORTOAGE CORPORATION. A DELAMARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 90% SURREY DRIVE, SCHALTDRICG, TL/60103

[Property Address]

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

KINDSPORT ESTATES COMPONEHUS

[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.

CONDOMPTION COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant 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 rues 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 on the Condominium Project 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 insurence on the 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 overage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu 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, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accepts ole in form, amount, and extent of coverage to Lender.
- D. Condemnation, The proceeds of any award or claim for Jamages, 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 partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment 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 to grage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leavier 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 Rider.



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FHA ASSUMPTION RIDER

The mortgagee shall, with the prior approval of the Federal Bousing Commissioner, or his designee, declare all sums secred by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Ma	rlin Bussin	4-24-87
Mortgagor	MARILYN BRYGGARE	Date
Mortgagor		Date
		Office of the second

State of Illinois

Mortgage

PHA Case No.:

131:4937151 734

This Indeniure, Made this

24TH

APRIL day of

. 1987 , between

MARILYH BRYGGARE , DIVORCED, NOT SINCE REMARRIED

, Mortgagor, and

FIREMANUS FUND MORTGAGE CORPORATION

DELAWARE a corporation organized and existing under the laws of

Mortgagee.

STOP CITY 12 12 7275

Description affects unita

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY TWO THOUSAND SEVEN HUNDRED AND 00/100.

42,700.00

payable with interest at the externol MINE AND 500/1000

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its 27555 FARRINGTON ROAD/P.O. BOX 1800, FARMINGTON HILLS, MICHIGAN 48018 at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOUR HUNDRED FORTY FIVE AND 90/100---- Dollars (\$, 19 87 , and a like sum on the first day of each and every month thereafter until the note is fully paid. except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

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 agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

AR.

OKA COMPASSION SEE LEGAL DESCRIPTION ATTACHED HERETO AND HADE A PART HEREOF.

TAX MO.:07-35-200-016-1022

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 hereafter 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 fixtures, 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 Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said 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 lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (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-femily programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

Page 1 of 4

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

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DETECTO ORIVE		Deed 1.2 Addres 2 Notified Safetto Saf		
of Action	m., and duly recorded in Book	at o'clock		
	Filed for Record in the R County, Illinois,	Doc. No.		
State of littacis County of Cook L, the undersigned aforestaid, Do Hereby Certify That and for the county and State aforestaid, Do Hereby Certify That and delivered the said businement, appeared before me this day in person and acknowledged therein set forth, including the release and waiver of the right of homestead. Gives under my hand and Moterial Scal this and waiver of the right of homestead. Cives under my hand and Moterial Scal this and waiver of the right of homestead. Cives under my hand and Moterial Scal this and waiver of the right of homestead. OFFICIAL STATE TO COOK MARGARET F. COOK				
(SEVI)	(sevr)	CO		
(SEAL)	(rear)			
(SEVI)	(sevr)			
MARTINE STACORE (SEVI)	(sevr)			
lien.	he Mortgagor, the day and year first writ	Witness the hand and seal of t		

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All insurance shall be carried in companies approved by the Mortgages 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 foreclosure 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 par part thereof, be condemned under any power of eminent doman, 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 Mortgager and shall be paid forthwith to the Mortgager to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this morgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from for date hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the $\gamma_{()}$ days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby 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 said 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 Mortgagee shall have the right immediately to foreclose 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 homestead, enter an order placing the Mortgagec in possession of the premises, or appoint a receiver for the benefit of the Mortgagee 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 protection 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; lease the said premises to the Mortgagor 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 hereinabove 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 foreclosure 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' fees 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 Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgige and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits,
advertising sale, and conveyance, including attorneys', solicitors',
and steno raphers' 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 increase on such advances at the rate set forth
in the note secured hereby from the time such advances are
made; (3) all the accruent interest remaining unpaid on the indebtedness hereby securee; (4), all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any,
shall then be paid to the Mortga, or.

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

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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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

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of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

apecial assessments; and Mortgagee in trust to pay said ground tents, premiums, taxes and and assessments will become delinquent, 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 etty, 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 (b) A sum equal to the ground rents, if any, next due, plus

delinquencies or prepayments; balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-(11) If and so long as said note of even date and this instru-Act, as amended, and applicable Regulations thereunder; or

ing and Utban Development pursuant to the National Housing 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-(1) If and so long as said note of even date and this instru-

by the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held 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

sums Buiwollos

.7.

first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgager, on the of principal and interest payable under the terms of the load That, together with, and in addition to, the monthly payments

on any installment due date.

That privilege is reserved to pay the deluit whole, or in part,

SMOJOJ

And the said Mortgagor further covenants and agrees as

premises or any part thereof to satisfy the same. ment, or lien so contested and the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, faith, contest the came or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor 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 contraty notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

paid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other In case of the refusal or neglect of the Mortgagor to make

sion for payment of which has not been made hereinbefore. pay promptly, when due, any preinfums on such insurance provifor such periods as may be required by the Mortgagee and will other huzards, casualties and contingencies in such amounts and from tinie to time by the Mortgagee against loss by fire and 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 aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebledness

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have bine robnu bingnu gniffiamor noch lagioning to muoma offt teniaga under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the thme the property is otherwise default, the Mortgagee shall apply; at time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a Cefault under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balance remaining in the funds acbecome obligated if pry to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Moriga tot all payments made under the provisions of subsecputing the anicount of such indebtedness, credit to the account of debtedness rapresented thereby, the Morigagee shall, in comof the note secured hereby, full payment of the entire inshall tender to the Mortgagee, in accordance with the provisions lasurance premiums shall be due, if at any time the Mortgagor date when payment of such ground rents, threes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagur under made by the Mortgagor, or refunded to the Mortgagor. II. of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (\$1) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

supsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

- (V) late charges.
- (IV) amortization of the principal of the said note; and
 - (III) interest on the note secured hereby;

other hazard insurance premiums;

(II) ground rents, if any, taxes, special assessments, fire, and

charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly

(1) premium charges under the contract of insurance with the

the order set forth:

payment to be aplied by the Mottgagee to the following items in thereof shall be paid by the Mottgagor each month in a single secured hereby shall be added together and the aggregate amount