LEGAL DESCRIPTION

LOT 30 IN BELLAIRE MANOR UNIT NUMBER 2, A SUBDIVISION IN PART OF THE EAST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 89 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 30, 39.32 FEET TO THE TRUE POINT OF BEGINNING OF THE REREON DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES 03 MINUTES OO SECONDS WEST, CONTINUING ALONG THE SAID NORTH LINE, 15.66 FEET TO A POINT OF CURVATURE; THENCE WESTERLY; CONTINUING ALONG THE SAID NORTH LINE, 17.10 FELT ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 75.00 FEET AND BEING CONVEX TO THE SOUTH, TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE SOUTH 12 DEGREES OF SINUTES 47 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 30; 111.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 30; THENCE NORTH 89 DECREES 03 MINUTES 02 GECOMDS EAST, ALONG THE SOUTH LINE OF SAID LOT 30, 57.15 FEET TO A POINT, SAID POINT BEING 40.0% FEET (AS MEASURED ALONG THE SOUTH LINE THEREOF) WEST OF THE SOUTHEAST CORNER OF SAID LOT 30; THENCE NORTH O DEGREES 29 MINUTES 40 SECONDS UPST, (ALONG A PORTION OF A PARTY WALL), 107.32 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PERMANENT TAX: 06-27-401-142

PROPERTY ALSO KNOWN AS: 1158 FULTON DRIVE

STREAMWOOD, IL 60103



FHA Assumption Rider

This rider dated this 3RD day of SEPTEMBER , A.D. 19 87 amends and supplements the
Mortgage/Deed of Trust/Security Deed of on even date herewith, executed by the undersigned, in the following
manner:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or 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.

C	
mail W. Herman	(\$08)
MARK W. HERMANN, A BACHELOR	Borrowe
Shoon O'd andlin	(Seal
SUSAN J. HANDLIN, DIVORCED AND NOT SINCE REMARKIED	Borrowe
	(Seal)
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74	(Soul
	Borrowe
C.O	36

3649212

RIDER TO THE MORTGAGE/DEED OF TRUST/TRUST INDENTURE

This Rider is m		3RD	day of	SEPTEMBER	, 19 <u>87</u> , and is
(the "Security	instrument'	be deemed to amend ") of the same date g "TGAGE, INC.	and supplementiven by the un	t the Mortgage, D dersigned (the "B	eed of Trust or Trust Indenture orrower") to secure Borrower's
(the "Note Ho and located at	lder") of the	same date (the "Note"	') and covering	the property descr	ibed in the Security Instrument
	TON DRIV	E, STREAMWOOD.	LL 60103 roperty Addres	s)	
				-,	
		tion to the covenants nt and agree as follows		made in the Seci	urity Instrument, Borrower and
A.	Parugraph	2, subparagraph (a) an	id subparagraph	(c) (I) are hereby	deleted in their entirety.
В,	Paragraph	3 is hereby deleted in	its entirety and	replaced with the	following:
	gr fo ex se ev gr an th de or Mi of an in e a ot sur	aph 2 oreceding shall er ground rents, taxes access, if the loan is curquent payments to be er, the monthly paymaph 2 preceding shall ed insurance promiums, en the Mortgagor shall efficiency on or before insurance premiums cortgagee, in accordance the entire indebtednes in the funds accumune of. If there shall be apublic sale of the precedings or at	exceed the amoor assessments or assessments or assessments or and by the Monetts made by not be sufficied as the case may all be due. If the date when partiall be due, if the control of the mises covered to the Mortgagee's the time the pocumulated under the council of the Mortgagee's the time the pocumulated under the council of the Mortgagee's the time the pocumulated under the council of the Mortgagee's the time the pocumulated under the council of the Mortgagee's the time the pocumulated under the masses covered the time the pocumulated under the time time the pocumulated under the time time time time time time time tim	unt of payments are insurance premotion of the Mortgagor, or refurent to pay ground be, when the same lortgagee any among ayment of such go at any time the sions of the Notes thereby, the Mortgagee any of the provisions of such go any of the go any of the provisions of such go and go a	under subparagraph (b) of para- actually made by the Mortgagee iums, as the case may be, such gagee, shall be credited on sub- nded to the Mortgagor. If, how- nder subparagraph (b) of para- dirents, taxes and assessments, ne shall become due and payable, pount necessary to make up the round rents, taxes, assessments, Mortgagor shall tender to the secured hereby, full payment of traggee shall, in computing the Mortgagor any balance remain- abparagraph (b) of paragraph 2 ons of this mortgage resulting in lortgagee acquires the property time of the commencement of ise acquired, the balance then b) of paragraph 2 preceding as a lid under said Note.
C.	This optic		sed by the Mor	tgagee when the i	naligibility for insurance under emit the mortgage insurance
		to the Department of H			remit the mortgage insurance
Bγ signing this,	Borrower ag	rees to all of the above			
			nn	arew. H	temann
			Borrower	MARK W. HI	RMANN, A BACHELOR
			Borrower	SUSAN J. F	HANDLIN DIVORCED AND NOT SINCE REMARKIED
			Borrower		
			Borrower		

This form is used in connection with nortgages insured under this one- to four-family-provisions of the National Housing Acts.

THIS INDENTURE, Made this

126329

9999

3RD

day of SEPTEMBER, 1987

, between

MARK W. HERMANN, A BACHELOR AND SUSAN J. HANDLIN, DIVORCED AND NOT SINCE REMARRIED

NORWEST MORTGAGE, INC. MORTGAGOR, AND a corporation organized and existing under the laws of THE STATE OF MINNESOTA HOW HIS BUILDING

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 SIXTY FIVE THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$ *65,400.00)

per centum (9.500 %) payable with interest at the rate of NINE AND ONE-HALF per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may designate in writing, and deliv-50704 WATERLOO, IOWA ered; the said principal and interest being payable in monthly installments of SIX HUNDRED EIGHTY TWO Dollars (\$****682.93) AND 93/100

, and a like sum on the first day of each and every month on the first day of NOVEMBER, 1987 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 or the first day of OCTOBER, 2002

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 WAPRANT unto the Mortgagee, its successors or assigns, the following described Real and the State of Estate situate, lying, and being the the county of COOK. Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED

2004 County TAX STATEMENTS SHOULD BE SENT TO: GMAC MORTUAGE CORPORATION, P.O. BOX 780, WATER .00, 50704 THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
THE RIDER TO THE SECURITY INSTRUMENT ATTACHED HERETS AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and it creats, 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 in escate, 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 officient 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.

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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jursidiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale of forfeiture of the said premises or any part thereof to satisfy the same.

Replaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS HUD-92116M (5-80) (24 CFR 200.150)

TITLE COMPANY SOX 116	Deliver duplicate Trust Deed to Address Notified G.I.T.	Beliver certifico Address	14:	11 M 4- 932 1831 FUDY (EVELY) YROLAN	3000 Page 3000 P	
			Colmy			

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 at the time of such applications for appointment of a receiver, or for apporter to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises of whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee 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 reedemption, 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

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 forcelosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall 'e nade 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 cortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this it ort age.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such deerer. (1) All the costs of such suit or suits, advertising, sale, and conveyance, including automeys', solicitors', and stenographers' fees, outlays for do amentary evidence and costs of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose sutherized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are imple; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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

THE CONVENANTS HEREIN CONTAINED shall bin a, as d the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties he etc. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year area written.

mark	W. Herma	[SEAL]	J.	We from	arlli ISEAL	, 4
MARK W. H	HERMANN, A BAG	CHELOR	SUŠAL J		IVORCED AND NOT SIN	
				R	EMARRIED	. 8
		[SEAL]		0.	(SEAI	-}
STATE OF	ILLINOIS	 		74,		
COUNTY	OF Cook		ss:	'S		
	THE UNDERSIGN O Hereby Certify		, a n	otary public, in a	ind for the county and Sta	te
MARK W. I	HERMANN, A BAC	CHELOR AND SUSAN J. H.	ANDLIN, DIV	ORCED AND N	OT SINGE REMARRIED	
				personally	known to me to be the sar	ne
	acknowledged that duntary act for th		signed	g instrument, ap , scaled, and deli cluding the relea	peared before me this day vered the said instrument use and waiver of the rig	in asTHEIR
GIVEN	l under my hand a	nd Notarial Seal this 3	rd day	gebienpa	.189. 1 0 A	
DOC. NO.		, , , , , , , , , , , , , , , , , , ,	FFICIAL SEAL argaret Slopki Jublic, State of MISSIM Explicis	1111nois 122190	Notary Public	
		County, Illinois, on	the	day of		
at	o'elock	m., and duly recorded	in Book	of	Page	

(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 due and payable. MERENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty

date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such incligibility), the mortgage or the holder of the note may, at its option, declare all sums secured bereby immediately due and payable. Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 120 OAV after and a state of the state

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or accounted for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness; po., this Mortgager to be cured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgager and shall be paid tarthwith to the Mortgager to be applied by it on account of the indebtedness secured hereby, whether due or not.

any insurance policies then in force shall pass to the purchaser or grantee. indebtedness hereby secured or to the restoration or repair of the property damaged. In event of Dreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and inserest of the Mortgagor in and to cerned is hereby authorized and directed to make payments for such loss directly to the Mortshee instead of to the Mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortshee in its option either to the reduction of the diate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company con-All insurance shall be carried in companies approved by the Mortgagee and the p sie es and renewals thereof shall be held by the Mortgagee and thave attached thereto loss payable clauses in favor of and in form acceptable to the give immensurance and have attached thereto loss payable clauses in favor of and in form acceptable to the acceptable of a contract of loss plottgager in event of loss plottgager in give immensurance. not been made hereinbefore.

THAT HE WILL KEEP the improvements now existing or hereafter the mortgaged property, insured as may be required from time by the Mortgagee and will pay promptly, when due, any remains on such insurance provision for payment of which has may be required by the Mortgagee and will pay promptly, when due, any remains on such insurance provision for payment of which has a may be required by the Mortgagee and will pay promptly, when due, any remains on such insurance provision for payment of which has any be required by the Mortgagee and will pay promptly, when due, any remains on such insurance provision for payment of which has

gagee all the rents, issues, and profits now due or which may hereafter eccome due for the use of the premises hereinabove described.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortthe preceding paragraph.

acquired, the balance then remaining in the funds accuntal ster under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining under subsection for of principal then remaining under subsection (a) of of principal then remaining under subsection (b) of after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise paragraph which the Mortpagee has not been as of ignied to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the presention (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage recquired the property otherwise the provisions of this mortgage recquired the property otherwise amount of such indebtedness, eredit to the ner out, the Mortgagor all payments made under the provisions of subsection (a) of the preceding the provisions of the note secured hereby, (iii) prymont of the entire indebtedness represented thereby, the Mortgagee shall, in computing the If the total of the par men's made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by to e.W. regages for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of it e. Mortgagor, shall be eredited on subsection payments to be made by the Mortgagor, or refunded to the Mortgagor, it, however, the mon hy payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient easier and assessments of an insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor and manyment of such ground rents, taxes, assessments, or insurance premium nessents to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor in accordance with the provisions of the note secured bereby, in a very general preceding represented thereby, the Mortgagor shall, in committee the

Any deficiency ("", e mount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, consider the area of definite mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4e) for each polyment more than fifteen (15) days in , ter a, to cover the extense involved in handling delinquent payments.

- ance prentituth, as the case may be:
 (11) , ground cents, if any, taxes, special assessments, lite, and other hazard insurance premiums,
 (11) , ground cents, if any, taxes, special assessments, lite, and other hazard interby; and
 (11) , an exec axion of the principal of the said note.
 (24) , acceptance of the principal of the said note.
- (1) premium charges under the contract of insurance with the Secretary of Financial and Urban Development, or monthly charge (in hea of mortagage insur-

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments need to the date which tents, permitting the first, permitting the first permitting tents, permitting the foreign assessments, and the first permitting the first permitting the following subsections of this paragraph and all payments in the more secured hereby shall be added together and the first permitting the more secured hereby shall be added together and the first permitting in the two preceding subsections of this paragraph and all payments in be made under the note secured hereby shall be added together and the month of the first payable to the first permitting the first permitting the first position and the first payments and the first payable to the first

applicable Regulations thereunder, or and this instrument are held by the Secretary of Housing and Urban Davelopment, a monthly charge (in Bew of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mostingle insurance premium if this instrument and the note secured hereby are insurance premium) if they are beind by the Secretary of Housing and Urban Development, as follows;

(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount authorized to a comparing the manual mostgape insurance premium, to adder one (1) month prior to its about the presence premium, to adder to provide such authorized in the bands of the builder one (1) month prior to its about most premium, to adder to provide such authorized and the such premium to the Secretary of Housing Act, as an unended, and holds and premium to pay such premium to the Secretary of Housing and Urban Development points to the Sational Housing Act, as an another and additional provider of the such premium to the Secretary of Housing and Urban Development points are premium.

hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured That our national and the DEPT IN WHOLE, OR IN.