

UNOFFICIAL COPY

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86052206

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 30
19 86 The mortgagor is ROBERT LARUE AND FRANCES L. LARUE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS

BANK OF INDIANA
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
545 BROADWAY
GARY, INDIANA 46402

Borrower owes Lender the principal sum of
FIFTY SIX THOUSAND AND NO/100---

Dollars (U.S. \$ 56,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on FEBRUARY 1, 2001. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK
SEE ATTACHED RIDER.

County, Illinois:

RETURN TO BOX 43

86052206

07-16-106-026 K

which has the address of 1076 STONEHEDGE DRIVE
(Street)

SCHAUMBURG
(City)

Illinois 60194 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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FIRST FEDERAL SAVINGS BANK OF INDIANA 46402
545 BROADWAY GARY, INDIANA

RECORD AND RETURN TO:

PREPARED BY: ROBERT L. HOLZER
DOWNTOWN GROVE, IL 60515

My Commission expires: 12/Commission Expires Aug. 20, 1989

GIVEN under my hand and official seal, this 30TH day of JANUARY, 1986

set forth:

SIGNED AND DELIVERED THE SAID INSTRUMENT AS THIRTY FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN

SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THE Y

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE

DO HEREBY CERTIFY THAT ROBERT LARUE AND FRANCES L. LARUE, HUSBAND AND WIFE

A NOTARY PUBLIC IN AND TO SAID COUNTY AND STATE,

COUNTY SESS.

ROBERT L. HOLZER

STATE OF ILLINOIS,

MICHENNY

[Space Below This Line for Acknowledgment]

BORROWER
(Seal)

BORROW

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. 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 Lender and Borrower, subject to the provisions of paragraph 17. 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 sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. 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 other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this 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 Borrower requesting payment.

Instrumental, appearing in court, paying reasonable attorney's fees and entitling the Plaintiff to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Lenders' rights in the Property (such as a proceeding in bankruptcy), for instance is a legal proceeding that may significantly affect Lenders' actions in this security instrument, or trustee in this security instrument, or holder of the Note, may have priority over this Security in the Property. Lenders' actions may include paying any sums secured by a lien which has priority over this Security in the Property, then Lender may do and pay for whatever is necessary to protect the Property and Lenders' rights (regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property or to enforce laws or regulations, rights in the Property (such as a proceeding in bankruptcy), for instance is a legal proceeding that may significantly affect Lenders' actions in this security instrument, or trustee in this security instrument, or holder of the Note, may have priority over this Security in the Property.

7. Protection of Lenders' Rights in the Merger Agreements Relating to the Merger. If Borrower fails to perform the covenants and agreements contained in this Section or if there is a loss suffered by Lender as a result of any other breach of this Agreement, Lender may exercise its rights under the applicable law.

6. **Preferation and Maintenance of Property; Leasesholds.** Borrower shall not destroy, damage or substantially change the Property, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee hold and use title shall not interfere with the property.

Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments otherwise in writing. Any application to proceed as to principal shall not extend or postpone payments due on or otherwise agree to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Appplied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower borrows additional sums, whether or not then due, with any excess paid to Lender, or does not answer within 30 days a notice from Lender to settle a claim, or does not collect the insurance proceeds, Lender may use the proceeds to restore the property to its condition when the note was given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

All insurance policies and renewals shall be accepted by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals until payment in full is made. Borrower shall provide all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to Lender and Lender may make proof of loss if not made promptly by Borrower.

Prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement to subordinate the lien to Lender's interest in the Property, or (d) secures from the holder of the lien an agreement to satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

pay them on time directly to the person or power making payment. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Charges; Liens.** Borrower shall pay all taxes, to interest due; and late, to principal due, notice, in writing, to amounts payable in installments, to tour, to interest, to taxes, to principal due.

3. **Applicable law and payments.** Unless applicable law provides otherwise, all payments received by Lender under these paragraphs 1 and 2 shall be applied: first, to late charges under Note; second, to interest due and unpaid to preparements due under Note; third to amounts payable to Lender under Note; fourth, to principal due and unpaid to preparements due under Note; fifth, to late charges under Note; sixth, to interest due and unpaid to preparements due under Note; and seventh, to late charges under Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply any Funds held by Lender to the sums secured by this Security Instrument.

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds, If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to purpose of each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay interest on the Funds. Unless an agreement is made or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay interest on the Funds.

The state agency (including Lender if Lender is such an institution) shall depositors of accounts of which are insured under the Federal Deposit Insurance Corporation may not hold the Funds and apply the same to pay the escrow items, unless Lender may not hold the Funds and apply the same to pay the escrow items, unless Lender pays Borrower interest on the Funds and applies the same to make such a charge. Borrower and Lender may not hold the Funds and apply the same to make such a charge.

least-squared parameters or ground events on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly insurance premiums, if any. These items are labeled "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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PARCEL 1:

That part of Lot 31 in Colony Lake Club, Unit Number 2, being a Subdivision of part of the East 1/2 of the North West 1/4 of Section 18, Township 41 North, Range 10 East of the Third Principal Meridian, in the Village of Schaumburg, described as follows:

Commencing at the Southermost corner of said Lot 31, thence Northwestward along the Southwesterly line of said Lot 31, North 36 Degrees 15 Minutes 55 Seconds West, a distance of 66.90 feet of the point of beginning; thence North 36 Degrees 15 Minutes 55 Seconds West, a distance of 23.93 feet; thence North 17 Degrees 32 Minutes 26 Seconds West, a distance of 14.08 feet; thence North 63 degrees 17 Minutes 47 Seconds East, a distance of 102.94 feet to a point on the Northeasterly line of said Lot 31, thence Southeastward along the said Northeasterly line being a curved line, conveyed to the South West, of 175.67 in Radius, for an Arc length of 37.60 feet; thence South 63 Degrees 17 Minutes 47 Seconds West, a distance of 102.59 feet to the point of beginning, all in Cook County, Illinois.

ALSO

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Easements made by LaFaille National Bank, a National Banking Association, as Trustee under Trust Agreement dated November 12, 1976 and known as Trust Number 31691 dated January 5, 1977 and recorded March 23, 1977 as Document 23,860,589 and as amended by Document 24,060,823 recorded August 16, 1977 and as created by Instrument dated November 2, 1977 and recorded December 7, 1977 as Document 24,227,476 over and upon private street shown on the Plots of Colony Lake Club Unit Number 1 recorded December 30, 1976 as Document 23,763,577 and Colony Lake Club Unit Number 2 recorded June 6, 1977 as Document 23,954,950 for ingress and egress all in Cook County, Illinois.

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但不知其所以然者，蓋以人情之好惡，固有不外於此者。故曰：「人情有所不能忍者，匹夫見辱，挺身而鬥，此不足為勇也。天下有大勇者，卒然臨之而不亂，無所從事而足恃，此其所挾持甚大，非以勇力之可用也。」

Property of Cook County Sheriff

1. अप्रैल १९४८ को दिन विदेशी बाल विकास विभाग द्वारा आयोजित एक बाल सम्मेलन में विदेशी बाल विकास विभाग के अधिकारी डॉ. एडवर्ड एम्पर्टन ने भारतीय बाल विकास विभाग के अधिकारी डॉ. एम्प्रियोन को भारतीय बाल विकास विभाग के अधिकारी घोषित किया। इस सम्मेलन में भारतीय बाल विकास विभाग के अधिकारी डॉ. एम्प्रियोन ने भारतीय बाल विकास विभाग के अधिकारी घोषित किया। इस सम्मेलन में भारतीय बाल विकास विभाग के अधिकारी डॉ. एम्प्रियोन ने भारतीय बाल विकास विभाग के अधिकारी घोषित किया। इस सम्मेलन में भारतीय बाल विकास विभाग के अधिकारी डॉ. एम्प्रियोन ने भारतीय बाल विकास विभाग के अधिकारी घोषित किया। इस सम्मेलन में भारतीय बाल विकास विभाग के अधिकारी डॉ. एम्प्रियोन ने भारतीय बाल विकास विभाग के अधिकारी घोषित किया।

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **30TH** day of **JANUARY**, 19 **86** 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

FIRST FEDERAL SAVINGS BANK OF INDIANA

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1076 STONEHEDGE DRIVE, SCHAUMBURG, ILLINOIS 60194

(Property Address)

07-16-106-026

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

(the "Declaration"). The Property is a part of a planned unit development known as
COLONY LAKE

(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

(ii) Borrower's obligation under Uniform Covenant 1 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 provided by the master or blanket policy.

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 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 acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. 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 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 PUD, 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;

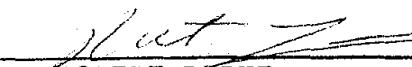
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

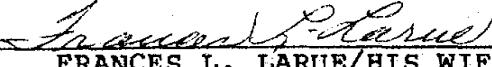
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. 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 requesting payment.

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


ROBERT LARUE

(Seal)
Borrower


FRANCES L. LARUE/HIS WIFE

(Seal)
Borrower

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DEPT-01 RECORDING #2578 # A * 86-052206
T#1111 TRAN 8208 02/05/86 14:12:00
\$16.00