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OSFC LOAN NO: 122125

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DOCUMENT PREPARED

BY:

OLD STONE MORTGAGE CORP.
1117 S. MILWAUKEE AVE.
BLDG. IV, SUITE 5
LIBERTYVILLE, IL 60048

DEPT-91 RECORDING
TB9484 TRAN 0615 04/01/87 15:19:00
89457 # D 37-172378
COOK COUNTY RECORDER

\$14.39

87172378

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 18, 1987**.
The mortgagor is **MICHAEL SCHNEIDERMAN AND INA SCHNEIDERMAN**
HUSBAND AND WIFE

This Security Instrument is given to **OLD STONE MORTGAGE CORPORATION**

("Borrower").

under the laws of **WASHINGTON**, and whose address is
1417 FOURTH AVENUE, SEATTLE, WASHINGTON 98101

, which is organized and existing
("Lender").

Borrower owes Lender the principal sum of
ONE HUNDRED FIFTY - THREE THOUSAND AND NO/100

Dollars (U.S. \$ **153,000.00**). 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 **APRIL 1, 2002**. 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** County, Illinois:

LOT 34 IN WOODLAND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 663.51
FEET OF THE NORTH 1191.51 FEET (EXCEPT THE EAST 50 FEET THEREOF) OF EAST 1/2 OF THE
NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 23, 1978, AS DOCUMENT
NUMBER 24374110, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: **04-08-211-018**

82-3521-168

BDO W.W.

which has the address of

2960 ACORN LANE
(Street)NORTHBROOK
(City)

Illinois

60062
(Zip Code)

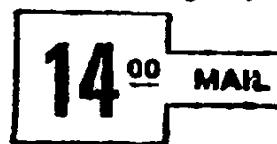
("Property Address")

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 seized 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.

84831.1.8



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LUBERTVILLE, IL 60048

BLDG 14, SUITE 5

111 S MILWAUKEE AVE.

DCI'S STONE MORTGAGE CORP.

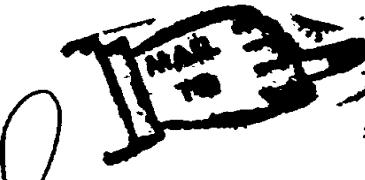
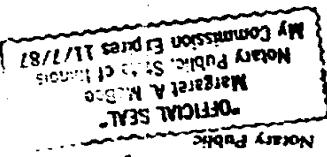
BY: DOUGIE TURKELSON

This instrument was prepared by:

My Commission expires:

18th day of March

1987



signed and delivered the said instrument to me in person, and acknowledged that it is

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that MICHAEL SCHNEIDERMAN AND TINA SCHNEIDERMAN

I, the undersigned, a Notary Public in and for said county and state,

County ss:

Lake

STATE OF ILLINOIS.

(Space Below for Acknowledgment)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Lender or Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

22. Waiver of Homebased Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any attorney fees incurred in pursuing this Security Instrument.

23. Add to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the covenants and agreements of each such rider shall be part of this Security

Instrument (hereinafter referred to as "rider(s)" or "rider").

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

Instrument without charge to Borrower. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in Person, by agent or by judge) shall be entitled to collect all attorney fees and costs of title proceedings.

25. Lender in Possession. Upon acceleration under paragraph 19, Lender shall be entitled to collect all attorney fees and costs of title proceedings.

26. Lender shall be entitled to collect all attorney fees and costs of title proceedings.

27. Lender shall be entitled to collect all attorney fees and costs of title proceedings.

28. Lender shall be entitled to collect all attorney fees and costs of title proceedings.

29. Acceleration; Remedies. Lender shall give notice and agree as follows:

NON-UNIFORM COVENANTS: Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date, (b) the action required to cure the

default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured;

and (d) that failure to cure the default or before the notice is given to Borrower, by which time the default must be cured;

unless acceleration or termination follows immediately upon the notice.

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

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.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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.

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, 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate 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 leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 Lender to Borrower requesting payment.

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occurred. However, this right to remitiate shall not apply in the case of acceleration under paragraphs 13 or 17.

Borrower, this Security Instrument and the obligations secured hereby remain fully effective as if no acceleration had occurred to pay the sum secured by this Security Instrument shall continue unchanged. Upon receipt of notice of acceleration by reasonable notice to the Lender that this Security Instrument has been reasonably repossessed to assure that the Lender's rights in the instrument are not violated. Lender may sue for damages resulting from the instrument, including, but not limited to, reasonable attorney fees, and (c) takes such action as Lender may reasonably require to collect the amount due to Borrower prior to repossession of the instrument.

(a) pays Lender all sums which they would be due under this Security Instrument and the Note had no acceleration occurred; (b) causes any other co-ventures of any kind to be paid under this Security Instrument; (c) pays all expenses incurred in connection with this Security Instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to collect the amount due to Borrower prior to repossession of the instrument.

8. **Lawsuit.** Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirements for the insurance are met. Borrower shall have the right to have remedies permitted by this Security Instrument without notice or demand on Borrower.

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 within 30 days of a judgment or decree of the court of law.

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 within 30 days of a judgment or decree of the court of law.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument. If Borrower makes any specific changes to this instrument, Borrower shall have the right to have remedied by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest.** If all a beneficial interest in Borrower is sold or transferred and Borrower is no longer entitled to the property or any provision of this Security Instrument or the Note is sold or transferred (or to its beneficiary), Lender may transfer the property to any 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.

18. **Non-Assignment of Rights.** Any notice to Borrower provided for in this Security Instrument shall be given to Lender without regard to the laws of the jurisdiction in which the Note is given. This Security Instrument shall be governed by the laws of the jurisdiction in which it is given.

19. **Waiver of Sureability.** This Security Instrument shall be governed by the laws of the jurisdiction in which it is given. Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the jurisdiction in which the property is located, in the event that any provision of 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.

20. **Notice of Partial Prepayment.** Any notice to Borrower provided for in this Security Instrument shall be given to Lender without regard to the laws of the jurisdiction in which it is given. This Security Instrument shall be governed by the laws of the jurisdiction in which it is given.

21. **Waiver of Partial Prepayment.** Any notice to Borrower provided for in this Security Instrument shall be given to Lender without regard to the laws of the jurisdiction in which it is given. This Security Instrument shall be governed by the laws of the jurisdiction in which it is given.

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