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(Casco Abrus This Line For Broading Outs)	O 1 WA 11 J Z 1
THE PRUDENTIAL HOME MORTGAGE COMPANY Por Recording Data)	
INSTRUMENT PREPARED BY	
100 SO. FIFTH ST. MORTGAGE	
MPLS, MN. 55440	
•	DDTI 311
THIS MORTGAGE ("Security Instrument") is given on APTEME P. PARITTY AND	FRLH 64;
1987, The mortgagor is ARLENE R. PAULIN AND DONALD J. PAULIN, WIFE AND HU	CD S WR
DORRED C. PROSIN, MISS AND BU	DEAL
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11.201410.0000.00010.000.000.000.0000.00	
('Borrower'). This Security Instru	ument is given to
THE PRUDENTIAL SYSURANCE COMPANY OF AMERICA	
under the laws of THE STATE OF NEW JERSEY and whose add	dress is
under the laws of THE STATE OF NEW JERSEY and whose add 745 BROAD ST., NEWARK, NEW JERSEY 07101	(*Lender*)
Borrower owes Lender the principal such of SIXTY-THREE THOUSAND	TWO HUNDRED AND
NO/100	***************************************
NO/100 Dollars (U.S. \$ 63,200.00 ). T	his debt is evidenced by Barrager's note
dated the same date as this Security Instrument ("Note"), which provides for mon	the propagate with the full date of our
paid earlier, due and payable on MAY 01, 2002	This Country to the
secures to Lender: (a) the repayment of the debt evidenced by the Note, with inte	
sectores to thender, (a) the repayment of the den evidenced by the Note, with limit	crest, and an renewals, extensions and
modifications; (b) the payment of all other sums, wire interest, advanced under par	agraph / to protect the security of this
Security Instrument; and (c) the performance of Bor ower's covenants and agreem	
the Note. For this purpose, Borrower does hereby mor gage, grant and convey to located in	Lender the following described property
located in COUK	, County, Illinois:
$V_{A}$	
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L TOP 323 TH RIPPSIO GROUP HATT NO UZETNO A	THE WITCHON THE

LOT 323 IN BUFFALO GROVE UNIT NO. 4, PEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 42 MORTH, RANGE 11, EAST OF THE 4 THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1959 AS DOCUMENT \$17462262, IN BOOK 528, PAGE 50, IN COOK COUNTY, ILLINOIS.

P.T.N. # 03-05-203-0220-0000

63-05-203-000 -BBC

## THIS IS A REFINANCE

THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGE NO! TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

which ha	is the culdrage of	ROSEWOOD	BUFFALO GROVE
Minois	60089	(Street) ("Property Address");	(City)

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.

## **UNOFFICIAL COPY**

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Property of Cook County Clerk's Office

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UNIFORM COVENED Rougher and render covering and large follows: A Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

1. Payment of Principal and Inferest; Prepayment and Late Charges. Borrower shall proniptly 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 lazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." I ender 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 excrow items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrow 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 faw 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 piedged 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 payarent 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 robot to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creater gainst 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 or applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts pay ble under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Porrower shall pay all taxes, assessments, charges, lines 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 ne manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the per on owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bor owe makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any fien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the fien 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 a 19 part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lier to this Security Instrument. If Lender determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of tall come or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improver cuts now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extense 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 Borrover subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to 1 ender and chall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender require, 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 Borrowe.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds sail 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 fessened, the humance 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 when 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 30-0 as period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal stall not extend or postpone the due date of the mouthly 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 faws 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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If Lender required mortgage insurance as a condition of making the toan 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. I and 2 or change the amount of such payments,

10. Be crover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of proortization 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise me different amountization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of corporated the exercise of any right or remedy.

11. Successors and As arms Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird 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 but the interest or other foan 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. (1) 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 enactive to or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unsufficienable 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 6 deral 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 experty 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, I ender'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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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 default; (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 the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all soms secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, casonable altorneys' fees and costs of title evidence.

20. Lender in Possesciou. 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 tin person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any reats collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds

and reasonable attorneys' fees, and then to are sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If pror more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider		ondo alnium Rider	2 - 4 Family Rider
Graduated Payment Rider	PI PI	lanned Unit Development Rider	•
Other(s) (specify)		2	
BY SIGNING BPLOW, Borrower accepts a	and agrees to	the terms and coverants contained	in this Security Instrument and in
any rider(s) executed by Borrower and recorded w			• • • • • • • • • • • • • • • • • • • •
	(Seal)	Culene Go	Carles (Seal)
	-BOITOW#I	ARLENE R. PAU	LTA
	(Seal)	Donald Se	Ola Le Cerni (Sent) Borrower
	40 N	DONALD J. PAU	0
	(Scal) -Borrower	······	(Seal) Borrowar
	D.I 71		•

S.S.

15 Mail

I, the undersigned, a Notary Public in and for said county and state, on hereby certify that HELENE K. PAYLIN and , personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 247 day of Apric 198 7.

My commission expires:

STATE OF ILLINOIS )

COUNTY OF COOK

4-14-90

Clert's Office Notary

Public