

UNOFFICIAL COPY

Prepared by:

OLD STONE MORTGAGE CORPORATION
Three Crossroads of Commerce
Suite 120
Rolling Meadows, Illinois 60008



OSMC LOAN NO.: 128937

87347551

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor's ANTHONY G. PAUL AND CAROL M. PAUL
HUSBAND AND WIFE

JUNE 1 , 1987 .

("Borrower").

This Security Instrument is given to

OLD STONE MORTGAGE CORPORATION
under the laws of WASHINGTON , and whose address is
500 108TH AVE. N.E., BELLEVUE, WASHINGTON 98004

, which is organized and existing

("Lender").

Borrower owes Lender the principal sum of
EIGHTY-NINE THOUSAND AND 40/100

Dollars (U.S. \$ 89,000.00). 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 July 01, 2017 . 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 93 IN THE TRAILS UNIT 2, BEING A SUBDIVISION IN THE
SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SUBDIVISION
RECORDED APRIL 18, 1972 AS DOCUMENT NO. 2870672, IN COOK
COUNTY, ILLINOIS.

-87-347551 DEPT-01 RECORDING \$15.25
T#0222 TRAN 1621 06/25/87 12:03:00
#1683 # 3B *-87-347551
COOK COUNTY RECORDER

EBO
TAX I.D. # 07-35-309-002

RT

which has the address of 487 CARLSBAD TRAIL
(Street)
Illinois 60172 ("Property Address");
(Zip Code)

ROSELLE
(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 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.

UNOFFICIAL COPY

87347551

UNOFFICIAL COPY

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. Noticees. 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.

8734751

UNOFFICIAL COPY

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.

7. Protection of Lennder's Rights in the Property. Mortgagor fails to perform the covenants and agreements contained in this Agreement, then Lender may sue for specific performance or any other relief available under law.

6. **RESERVATION AND REMISSION OF PROPERTY; LIENHOLD.** Borrower shall not merge unless Lender has agreed to the merger in writing.

Instrumental immateriality prior to the acquisition.

which the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that Lender 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall first 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 not otherwise practicable, Lender's security shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

All insurance policies shall be renewable at the option of the insured, provided that the premium is paid in full and there has been no material change in the risk.

insured against loss by fire, hazards included within the term "extinguished coverage," and any other hazards for which Lender requires insurance.

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower notice identifying the lien or take some or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promulgate 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 demands against Lender enforcement of the lien in a manner acceptable to Lender; or (c) seizes from the holder of the lien any instruments that determine the holder's right to the lien.

pay them on time directly to the person or card payee. 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 all notices of amounts received under this paragraph.

4. **Charges, Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leschold pyramids 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 sha

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the Note; third, to amounts payable under Paragraph 2; fourth, to interests due; and last, to principal due.

any Funds held by Lender. If under Paragraph 19 of this Property or its Acquisition by Lender, any Funds held by Lender at the time of than immediately before Lender, Lender shall apply, no later than the date of the transfer of the property to Lender, any amounts held by Lender.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the excess amount of the principal and interest accrued to pay the second item which add, the Lender shall make up the deficiency in one or more payments by Lender is not so much credit to Borrower as required to pay the second item which add, the Lender shall promptly refund to Borrower.

purposes of this document to the Funds was made. 1. If Funds are packaged as securities for the sums secured by this Security Instrument.

Lender agrees to pay Borrower interest on the funds and applicable law permits Lender to make such a charge. Unless otherwise agreed to in writing that shall be paid on the Funds. Agreements made by Lender to pay interest on the Funds shall not be required to pay Borrower any interest on the Funds. Lender shall not be liable to the Funds for any amounts due to the Funds if the Funds are pledged as additional security for the sums secured by purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the deposits of which are insured by a rechartered state agency if Lender is such an institution.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal basis of current debt and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law, to a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, less each household payment of (a) yearly taxes and assessments which may affect property owned by either his Decease or his beneficiaries; (b) year-end

the principal of and interest on the debt created by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment of Late Charges. Borrower shall promptly pay when due funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

PLANNED UNIT DEVELOPMENT RIDER

OSMC LOAN NO.: 128937
3 7 3 4 7 5 2 1

UNOFFICIAL COPY

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 1ST day of JUNE, 1987,
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

OLD STONE MORTGAGE CORPORATION

(the "Lender")

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

487 CARLSBAD TRAIL, ROSELLE, ILLINOIS 60172

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 TRAILS ASSOCIATION

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

THE TRAILS

[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 5 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 5.

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;

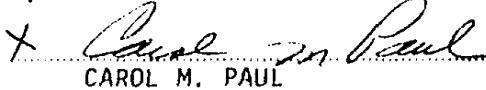
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(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.


ANTHONY G. PAUL
(Seal)
Borrower


CAROL M. PAUL
(Seal)
Borrower

82847551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87347551