

copy

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest under the Note, until the Note is paid in full, a sum (herein "funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may accrue on the property over this mortgage and ground rents on the property, if any, plus one-twelfth of yearly premium payments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

3. Property against all claims and demands, subject to encumbrances of record. Borrower and Lender covenant and agree as follows: Borrower covenants that Borrower warrants and will defend generally the title to the property, grant and convey the property, and that the property is unencumbered, except for encumbrances to mortgage, grant and convey the property, and that the property conveyed and has the right of first refusal (as defined in the deed) and the right to purchase the property, and that the property is on a leasehold (as hereinafter referred to as the "property").

4. Together with all the improvements now or hereafter erected on the property, and all assessments, taxes, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this mortgage, and all of the foregoing, together with said property (including the leasehold estate in this mortgage) are hereinafter referred to as the "property."

which has the address of

1014 N. PAULINA ST. CHICAGO, ILLINOIS

(Street) (herein "Property Address")

89496394 (City)

ILLINOIS (ZIP Code)

COMMUNITY TITLE CO. 490 East Lake Street, Addison, Illinois 60101 (312) 942-7000

289 6885 191 075 Bk 15B

1014 N. PAULINA ST. CHICAGO, ILLINOIS COMMONLY KNOWN AS: 1014 N. PAULINA ST. TAX NUMBER 17-06-218-012 ILLINOIS. RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, THE SOUTH 1/2 OF THE SECTION 17, TOWNSHIP 48 NORTH, EAST 1/2 OF THE SECTION 14, TOWNSHIP 48 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOC 35 IN SECTION 17, TOWNSHIP 48 NORTH, EAST 1/2 OF THE SECTION 14, TOWNSHIP 48 NORTH, EAST 1/2 OF THE SECTION 17, TOWNSHIP 48 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TO SECURE TO LENDER THE REPAYMENT OF THE INDEBTNESS EVIDENCED BY THE NOTE, WITH INTEREST THEREON; TO SECURE TO LENDER THE PERFORMANCE OF THE COVENANTS AND AGREEMENTS OF BORROWER HEREIN CONTAINED; BORROWER DOES HEREBY MORTGAGE, GRANT AND CONVEY TO LENDER, THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, State of Illinois:

WHEREAS, (Borrower) is indebted to Lender in the principal sum of U.S. \$ 1000.00 which indebtedness is evidenced by Borrower's note dated October 1, 1988 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 1, 1988;

and existing under the laws of Illinois whose address is 1416 SOUTH MARCEL AVENUE SUITE 308 PALO ALTO, CALIFORNIA 94303 (herein "Lender").

(herein "Borrower"), and the Mortgagee, Old Stone Credit Corporation of Illinois, a corporation organized and existing under the laws of Illinois whose address is 1416 SOUTH MARCEL AVENUE SUITE 308 PALO ALTO, CALIFORNIA 94303 (herein "Lender").

Mortgagee, LEROY ARCHAMBAULT AND PATRICK ARCHAMBAULT, HUSBAND AND WIFE, AS JOINT TENANTS.

THIS MORTGAGE IS MADE THIS 18th day of October, 1988 between the

6002783

83495394

... and applying the funds, analyzing said account or verifying and comparing said assessments and bills, unless lender pays borrower interest on the funds and application of this mortgage that interest on the funds shall be paid to borrower, and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be required to pay down 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 mortgage. At the end of the month of the funds held by lender, together with the future monthly installments of funds provided for in the mortgage, taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at borrower's option, either promptly repaid to borrower or credited to borrower on monthly installments of funds. If the amount of the funds held by lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, borrower shall pay to lender the amount necessary to make up the deficiency in one or more payments as lender may require. Upon payment in full of all sums secured by this mortgage, lender shall promptly refund to borrower any funds held by lender. If under paragraph 17 hereof the property is sold or the property is otherwise mortgaged by lender, lender shall apply, no later than immediately prior to the sale of the property or the acquisition by lender, any funds held by lender, any funds held by lender at the time of application as a credit against the sums secured by this mortgage. Unless applicable law provides otherwise, all payments received by lender under the note and paragraphs 1 and 2 hereof shall be applied by lender first in payment of amounts payable to lender by borrower under paragraph 2 hereof, then to interest payable on the note, and then to the principal of the note.

4. Prior Mortgages and Liens of Trusts; Charges; Liens. Borrower shall perform all of borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage, including borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the property which may be levied or assessed over this mortgage, and household payments or ground rents, if any. 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 such other hazards as lender may require and in such amounts and for such periods as lender may require. The insurance carrier providing the insurance shall be chosen by borrower subject to approval by lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and amounts thereunder shall be in a form acceptable to lender and shall include a standard mortgage clause in favor of and in a form acceptable to lender. Lender shall have the right to hold the policies and amounts thereunder, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage. In the event of loss, borrower shall give prompt notice to the insurance carrier and lender. Lender may make good of loss if not made promptly by borrower.

If the property is mortgaged by borrower, or if borrower fails to respond to lender within 30 days from the date notice is mailed by lender to borrower, that the insurance carrier offers to settle a claim for insurance benefits, lender is authorized to collect and apply the insurance proceeds at lender's option with the exception of repair or replacement of the property or the declaration of a planned unit development or a planned unit development, borrower shall perform all of borrower's obligations under the declaration or covenants contained in this mortgage. If this mortgage is on a unit in a condominium or a planned unit development, borrower shall perform all of borrower's obligations under the declaration or covenants contained in the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects lender's interest in the property, then lender, at lender's option, upon notice to borrower, may make such repairs, alterations, repairs, including reasonable attorney's fees, and take such action as is necessary to protect lender's interest. If lender requires mortgage insurance as a condition of making the loan secured by this mortgage, borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with borrower's and lender's written agreement or applicable law.

Any amounts advanced by lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall be repaid to lender by borrower in accordance with the terms of the Note. Lender agrees to other terms of payment, such amounts shall be payable upon notice from lender to borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require lender to incur any expense or take any action hereunder.

8. Inspections. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that lender shall give borrower notice prior to any such inspection specifying the purpose of such inspection. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that lender shall give borrower notice prior to any such inspection specifying the purpose of such inspection. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that lender shall give borrower notice prior to any such inspection specifying the purpose of such inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in connection with any condemnation or other taking of the property, shall be paid to borrower, and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be required to pay down 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 mortgage. At the end of the month of the funds held by lender, together with the future monthly installments of funds provided for in the mortgage, taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at borrower's option, either promptly repaid to borrower or credited to borrower on monthly installments of funds. If the amount of the funds held by lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, borrower shall pay to lender the amount necessary to make up the deficiency in one or more payments as lender may require. Upon payment in full of all sums secured by this mortgage, lender shall promptly refund to borrower any funds held by lender. If under paragraph 17 hereof the property is sold or the property is otherwise mortgaged by lender, lender shall apply, no later than immediately prior to the sale of the property or the acquisition by lender, any funds held by lender, any funds held by lender at the time of application as a credit against the sums secured by this mortgage. Unless applicable law provides otherwise, all payments received by lender under the note and paragraphs 1 and 2 hereof shall be applied by lender first in payment of amounts payable to lender by borrower under paragraph 2 hereof, then to interest payable on the note, and then to the principal of the note.

10. Borrower Not Released; Forwarding. Borrower shall not be released from its obligations under this mortgage, and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be required to pay down 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 mortgage. At the end of the month of the funds held by lender, together with the future monthly installments of funds provided for in the mortgage, taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at borrower's option, either promptly repaid to borrower or credited to borrower on monthly installments of funds. If the amount of the funds held by lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, borrower shall pay to lender the amount necessary to make up the deficiency in one or more payments as lender may require. Upon payment in full of all sums secured by this mortgage, lender shall promptly refund to borrower any funds held by lender. If under paragraph 17 hereof the property is sold or the property is otherwise mortgaged by lender, lender shall apply, no later than immediately prior to the sale of the property or the acquisition by lender, any funds held by lender, any funds held by lender at the time of application as a credit against the sums secured by this mortgage. Unless applicable law provides otherwise, all payments received by lender under the note and paragraphs 1 and 2 hereof shall be applied by lender first in payment of amounts payable to lender by borrower under paragraph 2 hereof, then to interest payable on the note, and then to the principal of the note.

11. Extension of Time for Payment. Extension of the time for payment of the sums secured by this mortgage shall be granted by lender to any successor in interest of borrower, provided that the liability of the original borrower and borrower's successors in interest shall not be released or discharged by the original borrower or any successor in interest of borrower.

Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES ON TRUSTS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

In Witness Whereof, Borrower has executed this Mortgage.

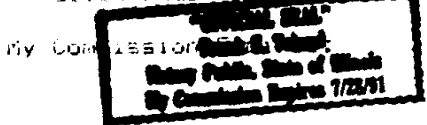
Signature of Leroy Archambault, Borrower
Signature of Kathryn Archambault, Borrower

89496394

State of Illinois, Cook County ss: I, FRANK E. TOLAND, a Notary Public in and for said county and state, do hereby certify that LEROY ARCHAMBAULT AND KATHRYN ARCHAMBAULT, HUSBAND AND WIFE, AS JOINT TENANTS

personally known to me to be the same person(s) whose name(s) 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of October, 1989.



Signature of Notary Public
Notary Public
FRANK E. TOLAND

(Space Below This Line Reserved For Lender and Recorder)

Old Stone Credit Corporation of IL
12418 SOUTH HARLEM AVENUE
SUITE 301
PALOS HEIGHTS, ILLINOIS

Box 156

UNOFFICIAL COPY

against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 10 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 10 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants and agreements provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure the breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage 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 nonexistence of a default or any other defense of

89496394