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

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

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

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

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

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

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bear Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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Agg 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, with interest, upon notice from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment]

In the properties, vendor may make payment for sums received by a hen which was property over this second  
lender may take action under this paragraph 7. Lender does not have to do so.

7. Protection of Lender's Rights in the Property: Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, rights in the Property shall be automatically forfeited to protect the value of the Property and Lender's rights.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and the lessee shall not make good leases, and the lessor may enter into the lease.

6. **Possession and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or subdivide

Under the notice is given:  
Lesser Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of the payments, if under paragraph 19 the property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from the sale of the property.

Offered to settle a claim, when 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration of repair is economically feasible and Lender, security would be lessened, if the restoration of repair is not lessened. If the restoration of repair is not lessened, the insurance proceeds shall be applied to the repair of other parts of the Property.

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 until payment in full is made promptly by Borrower.

insured against losses by fire, hazards included within the coverages and any other hazards for which underwriter's approval is required.

such as determining the new borrower's ability to meet the terms of the new loan, or the existence of other debts set forth in addenda to the original note.

receipts evidencing the payments.

Property which may attain priority over this security instrument, and lesser-held payments or grants, if any.

Borrower shall pay the obligations under this security instrument, and lesser-held payments or grants, if any.

Pay them on time due by the persons named above for payment. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph.

Note: third to amounts paid and 2nd to amounts paid less expenses; first to recover under charges due notice; second to prepare minimum charges due under the paragraphs and 2nd to amounts paid less expenses; fourth to interest charges due notice; fifth to principal due notice; and last, to principal due charges less interest charges due notice.

than immediately prior to the date of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum secured by this Security Instrument.

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 of more payments required by Lender.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the account unless Lender pays Borrower interest on the funds and applies the funds to pay the cost of an independent and by Lender in connection with Borrower's entering into this Security Lender to pay the cost of an independent auditor to audit the books and records of the business of Borrower.

most tangible insurance premiums, or any. These items are called "sacred items." Under many estimates the funds due on the basis of current data and reasonable estimates of future taxation will be far in excess of the amounts due on annuities.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to written waiver by Lender, Borrower shall pay to Lender on the last day of each month, sums deposited by Lender under the Note, plus interest thereon at the rate per annum specified in the Note, plus taxes and assessments which may attain priority over this Security instrument, (c) security held pursuant to one or more of (a) Secured Taxes and Assessments or (b) Secured Instruments, and (d) security held pursuant to the terms of the Note, until paid in full, a sum ("Borrower's share") equal to

**EXERCISES FOR STUDENTS** **1. Payment of principal and interest; preparation and late charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

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FIRST AMERICAN TITLE INSURANCE # CD30873 1 of 1

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(Space Above This Line For Recording Date)

## MORTGAGE

1417294

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 16  
19 89** The mortgagor is **STEPHEN DRAUN AND CHERYL DRAUN, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **ASSOCIATES NATIONAL  
MORTGAGE CORPORATION**

which is organized and existing under the laws of **STATE OF DELAWARE**, and whose address is  
**250 EAST CARPENTER FREEWAY**

**DALLAS, TEXAS 75205-0001** ("Lender").

Borrower owes Lender the principal sum of

**EIGHTY TWO THOUSAND AND NO/100**

**89-501632**

Dollars (U.S. \$ **82,000.00**). 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 **NOVEMBER 1, 2019**. 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:

**PARCEL 1: UNIT NUMBER 50 IN PARTRIDGE HILL, PHASES 6, 7, 8 AND  
9, BEING A SUBDIVISION OF PART OF THE WEST 33 ACRES OF THE  
EAST 63 ACRES OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION  
16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1978  
AS DOCUMENT NUMBER 24517485, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF  
PARCEL 1 AS SET FORTH IN PARTRIDGE HILL TOWNHOME AND RECREATIONAL  
DECLARATION DATED JULY 29, 1975 AND RECORDED AUGUST 5, 1975 AS  
DOCUMENT 23176225, AS AMENDED FROM TIME TO TIME AND AS CREATED  
BY DEED FROM WHEELING TRUST AND SAVINGS BANK, AS TRUSTEE UNDER  
TRUST NUMBER 74-208 TO JEROME E. RAU AND LILLIAN A. RAU, HIS  
WIFE, DATED NOVEMBER 10, 1981 AND RECORDED DECEMBER 10, 1981 AS  
DOCUMENT 26082027, IN COOK COUNTY, ILLINOIS.**

\$15.25

07-16-321-050

: 742222 : TRAN : 081 10/23/89 12:05:00  
: 8745 : 89-501632 : COOK COUNTY RECORDER

which has the address of **631 DARIEN COURT**  
[Street]

**HOFFMAN ESTATES**  
[City]

Illinois **60194**  
[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 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.

15 mail

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DALLAS, TEXAS 75265-0001

RECORD AND RETURN TO:

SCHAUMBURG, IL 60173

PREPARED BY:

NYC application expires: 9/28/92

כינור

**THEIR** free and voluntary acts, for the uses and purposes herein signed and delivered the said instrument as

• **Practicing** **showing** **to** **me** **to** **do** **the** **same** **person(s)** **whose** **injury**

I, the undersigned,  
, a Notary Public in the State of California and County and State,

**STATE OF ILLINOIS.**      County ss:

**BORROWER**  
\_\_\_\_\_  
**(Seal)**

Borrower  
(Sign)

**CHERRYX® PRÄBUN**  
Schnell  
(Schnell)

*Handwritten signature of James P. Cannon*

BY SIGNING BELOW, BORROWER AGREES AND ACCEPTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY PLEDGE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Очевидно, что в этом случае мы имеем дело с краткосрочным спросом.

1-4 Family Rider       Condominium Rider       Adjustable Rate Rider

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

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

The property received shall be utilized to enter upon, take possession of and manage the property and to collect the rents or other amounts due. Any rents collected by Lender or receiver shall be applied first to payment of the debts and expenses of collection, and the balance, if any, shall be paid to the Seller.

20. Under **In Possession**, Japan acceleration under paragraph 19 or abandonment of the Properties and at any time but not limited to, reasonable attorney's fees and costs of the trustee.

before the date specified in the notice. Under either alternative, if the defendant is not cured or a default or any other defense of Burrower to acceleration and foreclosure, he immediately becomes liable to the plaintiff for all sums accrued by

and used in this manner, the notice will further be rendered void by judgment proceedings and sale of the property. The notice shall further

19. Acceleration: Remedies, Under shall rule notice to Borrower prior to acceleration following procedures

205. L'ESPRESSO GIOVANNI SASSI BORROMEO and LEONARDO LUCCHETTI further commented and agree as follows:

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16 day of OCTOBER, 1989, 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 ASSOCIATED NATIONAL MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 631 PARKER HILL, NOFIRMAN ESTATES, TULSA, OK 74194 [Property Address]

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 CROXSBURY COMMONS AND RESTRICTED PLAT AS PLATTED IN PART IX OF THE CROXSBURY COMMONS AND RECREATIONAL DECLARATION, RECORDED AS DEED BOOK 23176, PAGE 225, AND AS AMENDED, SIX (6) EXCISEMENTS, 2009 R.137 (the "Declaration"). The Property is a part of a planned unit development known as PARKER HILL [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 3 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 required by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

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

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

*Stephen Draun* (Signature)  
STEPHEN DRAUN (Borrower)  
*Cheryl Draun* (Signature)  
CHERYL DRAUN (Borrower)

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