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LSC-01239(2)em

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MORTGAGE

11-1147578

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 24**
19 90 The mortgagor is **JAMES J. MC CANN AND**
JOAN M. MC CANN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to **SUBURBAN METRO MORTGAGE CORP.**

ITS SUCCESSOR'S AND/OR ASSIGNS, which is organized and exists under the laws of **THE STATE OF ILLINOIS**, and whose address is
1375 EAST WOODFIELD ROAD
SCHAUMBURG, ILLINOIS 60173-4931 ("Lender").
Borrower owes Lender the principal sum of
SIXTY THOUSAND AND NO/100

Dollars (U.S. \$ **60,000.00**). 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 **OCTOBER 1, 2020**. 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:

SEE ATTACHED RIDER

90467378

BOX 364

08-31-400-053

which has the address of **735 WELLINGTON COURT**
(Street) **ELK GROVE VILLAGE**
(City)
Illinois **60007** (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.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

6F(IL) rev. 9

FMP MORTGAGE FORMS • 312-293-6700 • 800-547-1234

Form 3014 12/83

Amended 5/87

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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 Bond; 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 conveys 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 (a) 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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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, the amounts shall bear interest at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Preservation and Maintenance of Property; Leases; Borrower shall not destroy, damage or substan-

If less than one and **Borrower**, where else agree in writing, any application of proceeds to principal, shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount, of the payments, or 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 interest in paragraphs 1 and 2, or the acquisition.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender
shall have the right to hold the policies and renewals, if Lender requires. Borrower shall promptly give to Lender all receipts
of paid premiums and renewals notices, in the event of loss. Borrower shall give prompt notice to the insurance carrier

3. Hazard Insurance. Borrower shall keep the property or hercavitee covered on the insurance against loss by fire, hazards included within the term „extinguished 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 premium shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) evidences payment of the promissory note, or (b) agrees in writing to the satisfaction of the obligee that the lien is a manner acceptable to Lender; (c) conveys in good faith the lien to, or defers payment of the obligation accrued by the lien in, legal proceedings which in the Lender's opinion operate to prevent the enjoyment of the property of the obligee under any law, or (d) satisfies the requirements of the law.

4. Charges: Lessor, Borrower, shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue by law or by this instrument, and lessor shall pay all expenses of ground rents, if any.

3. Application of amendments. Unless applicable law provides otherwise, all payments received by Lender under some of application of certain amendments shall be treated as instruments.

provided, any sum so paid over shall be deemed to be an advance of the amount of the principal sum secured by this Security Instrument, and any Fund shall be liable to pay such amount to the Lender.

If the amount of the Funds held by Lender, together with 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 due dates of the escrow items, shall call for payment of 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.

shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest 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 sums accrued by this Fund was made. The Funds are pledged as additional security for the sums accrued by this Security instrument.

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JAMES J. MC GANN (S6311) James Cunn (S6311) JAN M. MC GANN (S6311) James Cunn (S6311) JAN M. MC GANN (S6311) James Cunn (S6311) JAN M. MC GANN (S6311) James Cunn (S6311)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS PURCHASE AGREEMENT.

(i) Lender waives the provision in this term Coverage Part 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and deemed satisfied to the extent that the required minimum coverage is provided by the Owners Association's obligation under this term Coverage Part 5 to maintain hazard insurance coverage on the Property is or bilateral policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration of 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 acceptable to Lender, 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 this term Coverage Part 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 of termination of management and assumption of self-management of the Owners Association, or
(ii) termination of professional management and assumption of self-management if the decision is for the express benefit of Lender;
(iii) any amendment to any provision of the "Governing Documents" if the same is for the benefit of Lender;
(iv) any action which would have the effect of rendering the public liability insurance 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, and amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, upon notice from Lender to Borrower requesting disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

(the "PUD"). The Property also includes Borrowers' interests in the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of managing the common areas and facilities of the PUD (the "Owners Association" or the equivalent entity owning or managing the common areas and facilities of the PUD). In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD OBLIGATIONS.

The "Covenants Document" creates the (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the (iii) Owners Association, and (iv) any by-laws or other rules or regulations of the Owners Association. Borrower shall perform all of Borrower's obligations under the PUD's Covenants Document.

B. HAZARD INSURANCE.

The "Policy" insuring at the Owners Association maintains, with a generally acceptable insurance carrier, a "master" policy whereby Lender 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

The "Deceleration". The Property is a part of a planned unit development known as TALBOT'S MILL

THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

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

(Property Address)

735 WELLINGTON COURT, ELK GROVE VILLAGE, ILLINOIS 60007

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
Suburban Mortgage Corp., dated [REDACTED] (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

PLANNED UNIT DEVELOPMENT RIDER

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Property of Cook County Clerk's Office

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RIDER - LEGAL DESCRIPTION

PARCEL "C"

THAT PART OF LOT 30 IN TALBOT'S MILL, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1989 AS DOCUMENT NUMBER 89-287964, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 30; THENCE NORTH 77 DEGREES 23 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 30, 77.80 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 50 DEGREES 26 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 30, 60.17 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 50 DEGREES 26 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 30, 27.08 FEET; THENCE NORTH 43 DEGREES 56 MINUTES 13 SECONDS EAST, 116.70 FEET; THENCE NORTH 60 DEGREES 09 MINUTES 50 SECONDS EAST, 6.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 30; THENCE SOUTHEASTERLY ALONG SAID LAST DESCRIBED NORTHEASTERLY LINE, BEING A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 25.58 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 13 SECONDS WEST, 116.62 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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