

# UNOFFICIAL COPY

Amended 6/87  
Form 3014 12/83

ILLINOIS - Single Family FNU/MULTI INSTRUMENT  
THIS SECURITY INSTRUMENT combines uniform security instruments for national use and non-uniform conventions with limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT governs uniform conventions for national use and non-uniform conventions with limited encumbrances of record.

Borrower warrants and conveys the Property and that the Property is unique/unbeheld, except for encumbrances of record, mortgage, grant and warranty is lawfully based on the estate hereby conveyed and has the right to any enjoyment and conveniences of record.

NOTWITHSTANDING COVENANTS that Borrower is lawfully based on the estate hereby conveyed and has the right to is referred to in this Security instrument as the "Property".

A part of the property, all replacements and additions shall also be covered by this Security instrument. All of the foregoing appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter erected on the property, and all easements, rights,

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

("Property Address")

60172

which has the address of 525 CARLSBAD

ROSELL

(Zip Code)

15001

(Street)

Illinois

67-35-309-006-0000

THIS MORTGAGE IS BEING RECORDED TO ADD THIS PLANNING UNIT TO THE RECORDING JACKET

COUNTY, ILLINOIS.

AS DOCUMENT 22223915, IN THE OFFICE OF THE RECORDER OF COOK

GRANTS RECORDED ON JULY 27, 1972 AS DOCUMENT 21992274 AND

PARCEL 2; EASEMENT FOR INGRESS AND EGRESS CRAFTED BY

1972 AS DOCUMENT 21870672.

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18,

TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL

SUBDIVISION IN THE SOUTHWEST QUADRANT OF SECTION 35,

PARCEL 2; LOT 97 IN THE TRAILS UNIT NUMBER 2, BEING A

located in COOK

Note: For this purpose, Borrower does hereby acknowledge and convey to Lender the following described property

Security instrument and (c) the performance of the Borrower's obligations under paragraph 7 to protect the security of this

modification(s) (b) the payment of all other sums, with interest, advanced under paragraph 7 to the note, and

securities to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and

paid entire, due and payable on OCTOBER 1, 2020

dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not

paid in full, due and payable on OCTOBER 1, 2020

which is evidenced by Borrower's note

ONE HUNDRED TWO THOUSAND AND NO/100

Borrower owes Lender the principal sum of

("Lender").

ST. PAUL, MINNESOTA 55101-2019

425 ROBERT STREET NORTH, SUITE 500

which is organized and doing under the laws of THE STATE OF MINNESOTA

(Mortgagee). This Security instrument is given to METROPOLITAN FINANCIAL

19 90 The mortgagors, THOMAS N. LEITCH, BACHLOR

THIS MORTGAGE ("Security instrument") is given on AUGUST 28:

674111 TWIN 370 09/05/90 12:14:00

615.00

MORTGAGE

DPAGE Above This Line For Recording Data

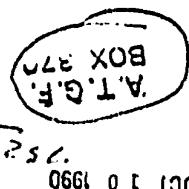
0052152595

DPF 3

90433607

90433607

\* THIS DOCUMENT RECORDED TO ADD P.U.D. RIDER



9 0 4 3 6 0 7

OCT 10 1990

# UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest 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 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. 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 receipts evidencing the payments.

Borrower shall promptly discharge 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 defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

90431607

91150642

11. Squeezers and Assessors shall bind and severall **Liquidated** **Cost-Squeezers**. The co-venants and stipulations of this Sectionally Instruments shall bind and assessors of Landlord and Borrower, subject to the provisions of paragraphs 17, 27, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument by does not execute the Note, (a) is co-signing this Security Instrument only to mitigate, (b) is not bound by the terms of this Security Instrument and (c) agrees that Landlord and any other Borrower may agree to pay the sums secured by this Security Instrument and (d) is not personally obligated to pay the sum required by the Borrower's interest in the Property and the terms of this Security Instrument only to mitigate, (e) is not bound by the terms of this Security Instrument or the Note without modification, forfeiture or make any modification, (f) is not bound by the terms of this Security Instrument or the Note without modification, forfeiture or make any modification.

Unless Landor and Horrower otherwise agree in writing, any application of proceeds shall not exceed or postpone the due date of the non-negotiable promissory notes referred to in paragraph 1 and 2 of clause 1 of the instruments of such payments.

10. Horrower Not Releasable: Forfeiture Note is Valid: Extension of the time for payment of nondelinquent of immortalization of the sums secured by this Security Instrument granted by Landor to any successor in interest of Horrower shall not operate to extinguish the liability of Landor to pay the amount of the note.

11. Horrower Not Releasable: Forfeiture Note is Valid: Extension of the time for payment of nondelinquent of immortalization of the sums secured by this Security Instrument granted by Landor to any successor in interest of Horrower shall not operate to extinguish the liability of Landor to pay the amount of the note.

12. Landor and Horrower acknowledge that the parties to this instrument have read and understood all of the provisions of this instrument and that they have been advised by their respective attorneys to consult with their own legal counsel before signing this instrument.

If the property is abandoned by the owner, or if, after notice by the owner to forbearance, the condominium offers no plan to reconstruct, the Board may sue to collect the expenses.

In the case of a total taking of the property, the proceeds must be applied to the sum secured by this security instrument, whether or not the debt, with any excess paid to the owner. In the event of a partial taking of the property, however, the creditor or holder under otherwise agrees to the contrary, the sum secured by this security instrument, whether or not the debt, with any excess paid to the owner.

9. Conditionally, the proceeds of any award or claim for damages, due to contamination, in connection with any contamination or other taking of any part of the property, or for conveyance in law of contamination, are hereby repaid and shall be paid to Landlord.

B. Inspection, Under or in the event my make reasonable entries upon and inspections of the property, I under shall give attorney notice in the time of or prior to an inspection specially fitting reasonable cause for the inspection.

If a gender-restricted marriage禁锢婚姻 is adopted, the husband will have to pay the premiums for the insurance he has taken out on his wife's life.

15. Governing Law: Security instrument, this Security instrument shall be governed by the law of the jurisdiction in which the property is located. In the event that any provision of this Security instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note.

16. Borrower's Copy: Borrower shall be given one copy of this Security instrument and the Note are deemed to be valid.

17. Transfer of 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 would result in a penalty or forfeiture in favor of Lender.

30434697

# UNOFFICIAL COPY

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify)

409-EC-506

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Thomas N. Leech

THOMAS N. LEECH



(Seal)

-- Borrower

(Seal)

-- Borrower

(Seal)

-- Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

Augage County ss:

I, the undersigned

, a Notary Public in and for said county and state,

do hereby certify that THOMAS N. LEECH, BACHELOR

, personally known to me to be the same person(s) whose name(s)

IS

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /SHE

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein

set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of August, 1970

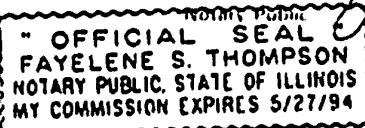
My Commission expires:

PREPARED BY:

SUZY MUSAREVSKI  
SCHAUMBURG, IL 60173

RECORD AND RETURN TO:

METROPOLITAN FINANCIAL  
MORTGAGE CORPORATION  
1000 E. WOODFIELD ROAD-SUITE 240  
SCHAUMBURG, ILLINOIS 60173



# UNOFFICIAL COPY

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28TH day of AUGUST, 1990, 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 METROPOLITAN FINANCIAL MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

525 CARLSBAD, ROSELLE, ILLINOIS 60172

[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 Covenants, Conditions and Restrictions Contained in Declaration Recorded as Document 21851313 (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 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.

91750642

Page 1 of 2

**UNOFFICIAL COPY**

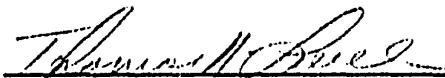
Property of Cook County Clerk's Office

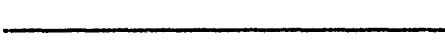
3153622

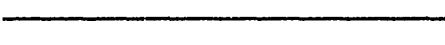
# UNOFFICIAL COPY

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.

  
THOMAS N LEECH  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

Property of Cook County Clerk's Office

91450642

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

91-150642