# 91365319

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DEPT-01 RECORDINGS

\$21.00

T41111 TRAN 9977 07/22/91 16:21:00

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COOK COUNTY RECORDER

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#### MORTGAGE

91365319

THIS MORTGAGE ("Security Instrument") is given on

JULY 19. 1991

. The mortgagor is

LINDA R. SLAW, A SPINSTER

("Borrower"). This Security Instrument is given to PARAGON MORTGAGE CORPORATION



THE STATE OF ILLINOIS which is organized and existing under the laws of 2401 LAKE PARK DRIVE, SMYRNA, GEORGEA 30080

("Lender"). Borrower owes Lender the principal sum of

#### SIXTY THOUSAND AND NO/100

Deliars (U.S. \$ 60,000.00

This debt is evidenced by Borrower's note dated the same date as this Societies Instrument ("Note"), which provides for AUGUST 1, 2021 monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Soto, with interest, and all renewals, extensions and modifications of the Note: (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 covariants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, Illinois: described property located in COOK

UNIT NUMBER 203 IN VILLAS OF OAK CREEK CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN VILLAS OF OAK CREEK, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 4. TOWNSHIP 42 NORTH, RANCE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS HEREINAFTER REFERRED TO AS "PARCEL", WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, A UNITED STATES CORPORATION, NOT PERSONALLY, BIT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST ACREEMENT DATED OCTOBER 15, 1987 AND KNOWN AS TRUST NUMBER 112742, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 88289784. AND AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN PERMANENT INDEX NUMBER: 03-04-300-032-1007 COOK COUNTY, ILLINOIS.

which has the address of

235 OLD OAK COURT WEST, BUFFALO GROVE ("Property Address"):

[Street, City].

Illinois 60089 [Zip Code]

Form 3014 9790

-6R(IL) (9101)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

## Security Instrument. "As coverants and agreements of each such rider shall be incorporated into and shall amend and supplement 20. 21. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this rity Instrument, the coverants and security deres are executed by Borrower and shall amend and supplement rity Instrument, the coverants and sentencents of each such rider shall be incompared into and shall amend and supplement

## LIBERTYVILLE, ILLINOIS 60048

JNOFFICIAL	ARACON ADRICACE CORPORATION LS12 ARTAIUS PARKWAY SULIE

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SUZYMME MEMBESC

Form 3014 9/90

This Instrument was prepared by:

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act, for the uses and purposes therein set forth.		1911 as insminishi i	signed and delivered the sais
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to me to be the same person(s) whose name(s)			
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and for said county and state do hereby certify	_	" BIUA :	STATE OF ILLINOIS.  I. NOVERN T
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the covenants and agree nent, of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents or the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower or holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall the payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall nonptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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23. Waiver of Homestead, Borrower waives all right of homestead excappion in the Property. without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument Tended shall relate this Security Instrument

21, including, but not limited to, reasonable attorneys' fees and costs of ittlecevidencental proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the conceding provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default: of any coverant or agreement in this Security Instrument (but not prior to acceleration under portigraph 17 unless 21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration fellowing Borrower's breach

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

relate to health, safety or environmental protection.

this paragraph 20. "Environmental Law" means tederal laws and laws of the jurisdiction when the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehydel and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic As used in this paragraph 20. "Hazardous Substances" are those substances lethred as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Projecty is necessary. Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that governmental or regulatory agency or private party involving the Poylery, and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any in estigation, claim, demand, lawsuit or other action by any

esidential uses and to maintenance of the Property.

learner of sharing of or besingoon villanease and standard and sharing the appropriate to no significant of or appropriate to no significant of or appropriate to appropria Property that is in violation of any Environmental Law The preceding two sentences shall not apply to the presence, use, or Hazardous Substances on or in the Property. Borraws shall not do, nor allow anyone else to do, anything affecting the

20. Hazardous Substances, Borrower shall and cause or permit the presence, use, disposal, storage, or release of any

information required by applicable law.

address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other given written notice of the change in accordance with paragraph 14 above and applicable law. The netice will state the name and or more changes of the Loan Servicer to classed to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be as the "Loan Servicer") that collects payments due under the Note and this Security Instrument. There also may be one Instrument) may be sold one of more times without prior notice to Borrower. A sale may result in a change in the entity (known

19. Sale of Note: Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security

Al apply in the case of so elecation under paragraph A.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoice any remedies less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

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

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17. Transfer of the Property or a Beneficial Interest in Borrowerk If all ordiny 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 as if no acceleration had occurred: (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument. including, but not fimited 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 accelaration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The pre-reding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property in necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gaseline, kerosene, other flammable paloxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rainea tive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following no rower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 comeditor provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of ittle with items.

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

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23. Waiver of Homestead. Borrower waives all right of homestead excription in the Property

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more of the actions set forth above within 10 days of the giving of notice.

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 (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

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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Propenty

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument. Lender shall grounpily refund to Borrower any Funds held by Lender, If, under paragraph 21. Lender shall acquire or sell the Property. Lender, If, under paragraph 21. Lender shall acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a readit against the sums secured by this Security Instrument.

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be a sid by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable tay. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Berrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency in no more than

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow teems, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow teems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such as charge. However, Lender may require Borrower interest on the Funds and applicable law permits Lender to make such applicable law requires interest to be paid. Lender shall not be required to pay Borrower and interest to be paid. Lender shall not be required to pay Borrower and interest or earnings on the Funds and the Funds. Borrower and Lender may agree in writing, however, that interest to pay Borrower and Lender thay agree in writing, however, that interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing crevits 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 all suns secured by this Security Instrument.

Escrow tients or otherwise in accellance with applicable law.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly managed promisers; (d) any attains such that payments of property insurance premiums. These items are called "Escrow the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at long it may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage lost, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 or seq. ("RESPA"), unless another law that applies to the Funds as amended from time to time, 12 U.S.C. Section 2601 or seq. ("RESPA"), unless another law that applies to the Funds as lesser amount. If my, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It my, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Each reader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It my, Lender may, at any time, collect and hold Funds and reasonable estimates of expenditures of future.

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

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

1. Payment of Principal and Interest: Prepayment and Late Charges, Borrower shall promptly pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

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 coverants for national use and non-uniform covenants with limited

BORROWER COVENARY that Borrower is lawfully seised of the estate hereby conveyed and has the right to mongage.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOCETHER WITH all the improvements now or hereafter endered on the property? and all also be covered by this Security fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19TH day of JULY 1991 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

#### PARAGON MORTGAGE CORPORATION

(the "Lender")

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

235 OLD OAK COURT WEST, BUFFALO GROVE, ILLINOIS 60089

[Property Address]

The Property includes a unit in together with an undivided interest in the common elements of, a condominium project known as:

VILLAS OF OAK CREEK CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrowe shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The Constituent Documents\* are the: (i) Declaration or any other document which creates the Condominium Project (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when oue, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association mainteins, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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 mouthly 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 insurence coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Canters Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair folk wing a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Fraddie Mac UNIFORM INSTRUMENT 3140 9/90

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BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium

Lender to Borrower requesting payment.

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

F. Remedies, If Sorrower does not pay condominium dues and assessments when due, then Lender may pay maintained by the Owners Association unacceptable to Lender.

egerover some which would have the effect of rendering the public liability insurance coverage

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cramination of professional management and assumption of self-management of the Owners Denefit of Lender:

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express taking by condemnation or eminent domain:

termination required by law in the case of substantial destruction by fire or other easualty or in the case of a

(i) the abandonment or termination of the Condominium Project, except for abandonment or written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be Borrower in connection with any condemnation or other taking of all or any part of the Propenty, whether of the D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

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#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

JULY, 1991 THIS ADJUSTABLE RATE RIDER is made this 1971 day of and is incorporated into and shall be decined to amend and supplement the Montgage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the PARAGON MORTGAGE CORPORATION "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to (the "Lender" or "Note Holder") of the same date and covering the property described in the Security Instrument and located at:

> 235 OLD OAK COURT WEST, BUFFALO GROVE, ILLINOIS 60089 [Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.75 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date:

The adjustable interest rate I will pay may change on the first day of AUGIST 1 . 1992 and on that day every 12th menth thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index
Beginning with the first Change Late, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the 14 He Holder will choose a new index which is based upon comparable

information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 75/100ths %) to the Current Index. The Note Holder will then round the result of this percentage points ( 2.75 %) to the Correst spock. The Note House will use result of any addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(1) below, this munded amount will be my new interest rate up it he next Change Date.

The Note Holder will then determine the amount of the inouthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest race in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 4.75 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of injects I have been paying for the preceding 12 months. My interest rate will never be greater than %, which is called the 12,75 "Maximum Rate".

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to conven from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE CONVERSION OPTION (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am In default or this Section S(A) will not permit me to do so. The "Conversion Option" is my option to conven the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the note holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

MULTISTATE ADJUSTABLE RATE RIDER . ARM PLAN 57 - Single Family - Famile Mae Unitonin Instrument Form 3118 12/87 GE 18299 2/91 TEAM EDITION

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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so: (ii) on the Conversion Date. I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00

and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mongage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mongages covered by applicable 60-day mandatory delivery commitments, plus FIVE EICHTHS OF ONE PERCENT (.625) munded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mongages covered by applicable 60-day mandatory delivery commitments, plus FIVE EICHTHS OF ONE PERCENT (.625%) rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5 (B) will not be greater than the "Maximum Rate" stated in Section 4 (D) above.

#### (C) New Payment Amount and Effective Date

If I choose to the cise the Conversion Option, the Note Holder will determine the amount of the montily payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the materity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the materity date.

#### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a B in Relat Interest in Borrower. If all or any part of the Propenty 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 consint, 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 Se unity Instrument. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferre as if a new loan were being made to the transferre; and (b) funder reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a linearly of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full. 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.

2. If Borrower exercises the Conversion Option under the conditions stated it. Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C I above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument ent shall instead be in effect, as follows:

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 Larger 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.

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