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ICM Form 2041A (Rev. 7/11) p

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 8/90 (page 1 of 5 pages)

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."

which has the address of 4610 JADE LANE (Street) Illinois 60195 (Zip Code) ("Property Address");

ICM MORTGAGE CORPORATION ("Borrower"). This Security Instrument is given to GEORGE W. SPASOFF AND RUTH S. SPASOFF, HIS WIFE September 25 1991. The mortgagor is

LOT 34 IN PLAT OF SUBDIVISION, HEARTHSTONE UNIT-2, RECORDED AS DOCUMENT NUMBER 91-005615, BEING A PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ICM MORTGAGE CORPORATION under the laws of the State of Delaware 6061 SOUTH WILLOW DRIVE SUITE 300, ENGLEWOOD, COLORADO 80111 ("Lender").

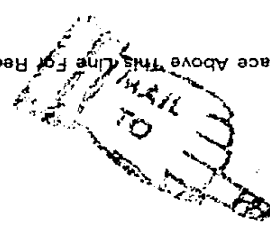
THIS MORTGAGE ("Security Instrument") is given on September 25 1991. The mortgagor is GEORGE W. SPASOFF AND RUTH S. SPASOFF, HIS WIFE

MORTGAGE

92246171

ICM # 20-09471-6

[Space Above This Line For Recording Data]



AFTER RECORDING RETURN TO: ICM MORTGAGE CORPORATION 6061 SOUTH WILLOW DRIVE, SUITE 300 ENGLEWOOD, COLORADO 80111- ATTN: MARKETING OPERATIONS -PC

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immediately prior to the acquisition.

to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument. Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage this due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Lender may collect the insurance proceeds. Lender may use the Proceeds to repair or restore the Property or to pay sums the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration

Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Lender may make proof of loss if not made promptly by Borrower.

premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall to protect Lender's rights in the Property in accordance with Paragraph 7.

to reasonably withhold. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not flooding, for which Lender requires insurance. This insurance shall be maintained in the amount provided for the periods that Lender

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property actions set forth above within 10 days of the giving of notice.

instrument, Lender may give notice identifying the lien. Borrower shall satisfy the lien or take one or more of the instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security

or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement to the payment of the obligation secured by the lien in a manner acceptable to Lender. (b) consists in good faith the lien by. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing

Borrower makes the payments directly. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If

which may attain priority over this Security Instrument, and is as to 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 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 Security Instrument. Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds monthly payments, at Lender's sole discretion.

pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall

the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds

Lender may agree, in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and

Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by

the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying

Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including

or otherwise in accordance with applicable law. estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items

amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser

mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related

provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the

assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums, if ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if 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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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12. Successors and Assigns Bound, Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in

of any right or remedy. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the sums are then due, sums secured by this Security Instrument whether or not the sums are then due, Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the sums are then due, sums secured by this Security Instrument whether or not the sums are then due, Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 (a) 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due.

9. 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 a reasonable cause for the inspection. The premises required to maintain mortgage insurance (i.e., or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. Lender shall give Borrower notice at the time of or prior to an inspection specifying a reasonable cause for the inspection.

8. Mortgage Insurance. Lender may require mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and reinvest these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enforce laws or regulations), then Lender may do and 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 (b) secured 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall not merge unless Lender agrees to the merger in writing.

5. Lender shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. 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 forfeiture or to enforce laws or regulations), then Lender may do and 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 (b) secured 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.

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acceleration and the right to asset in the foreclosure proceeding the non-existence of a default or any other defense of Borrower... the notice shall specify: (a) the date of 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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

health, safety or environmental protection. Paragraph 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, formaldehyde, and radioactive materials. As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides

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 preceding 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

19. Sale of Note; Change of Loan Servicer. The Note or a part of 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

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued (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 the Loan Servicer; (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 Paragraph 17.

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 exercised by Lender if exercised by federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument without a conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable, applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect 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, the provisions of this Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

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. 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.

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 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.

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

12. 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 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.

11. 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 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.

10. 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 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.

9. 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 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.

8. 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 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.

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COMM-5310 (Rev. 7/11/93)  
Public State of Illinois  
Gerraine R. Reamer  
"OFFICIAL SEAL"

Notary Public

*[Signature]*  
19

My Commission expires:

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, set forth, signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

I, **the undersigned GEORGE W. SPASOFF AND RUTH S. SPASOFF, HIS WIFE** do hereby certify that \_\_\_\_\_ a Notary Public in and for said county and state,

STATE OF ILLINOIS, County ss: \_\_\_\_\_

[Space Below This Line For Acknowledgment]

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower  
**RUTH S. SPASOFF**

\_\_\_\_\_  
(Seal) -Borrower  
**GEORGE W. SPASOFF**

Witnesses: \_\_\_\_\_  
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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] \_\_\_\_\_
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

[Check applicable box(es)]

22. 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.  
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
24. 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.

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(Seal) Borrower \_\_\_\_\_

(Seal) Borrower GEORGE W. SPASOFF  
(Seal) Borrower RUTH S. SPASOFF

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

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

(v) any action, which would have the effect of rendering the public liability insurance coverage maintained by the (iii) termination of professional management and assumption of self-management of the Owners Association; or (ii) any amendment to any provision of the "Constituent Documents" if the provision is to the express benefit of Lender; substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of consent, either partition or subdivision the Property or consent to:

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10. PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Lender shall apply the sums secured by the Security Instrument, with any excess paid to Borrower. to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. in the event of a distribution of hazard insurance proceeds if loss of restoration or repair following a loss to the Property, or blanked policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or satisfied to the extent that the required coverage is provided by the Owners Association policy. (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed (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

amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. Borrower which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document; A. PUD obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents; further covenant and agree as follows:

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender (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; (Name of Planned Unit Development)

(The "Declaration"). The Property is a part of a planned unit development known as: **HEARTHSTONE UNIT 2**

**CASTLEFORD HOMEOWNERS ASSOCIATION**  
DECLARATION RECORDED AS DOCUMENT NUMBER 86-249154, RELATING TO THE CREATION OF COVENANTS AND RESTRICTIONS CONTAINED IN THE common areas and facilities, as described in

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain 4610 JADE LANE, HOFFMAN ESTATES, ILLINOIS 60195 (Property Address) HOFFMAN ESTATES

of the same date and covering the Property described in the Security Instrument and located at: **ICM MORTGAGE CORPORATION, a Delaware Corporation** (the "Lender") and shall be deemed to amend and supplement the Mortgage, Deed or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to September 19 91

**PLANNED UNIT DEVELOPMENT RIDER**

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Property of Cook County Clerk's Office

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