4992/0190 03 001 1997-12-31 12:32:37

Cook County Recorder

43.00

RECORD AND RETURN TO:

MILLENNIUM FINANCIAL CORPORATION

1955 RAYMOND-SUITE 113 NORTHBROOK, ILLINOIS 60062

Prepared by: MILLENNIUM FINANCIAL NORTHBROOK, IL 60062

3556945

Α.

MORTGAGE

THIS MORTGAGE ("Security Inst um ent") is given on DECEMBER 29, 1997 JOHN STAFFORD, UNMARRIED

. The mortgagor is

("Borrower"). This Security Instrument is given to MILLENNIUM FINANCIAL CORPORATION

which is organized and existing under the laws of

THE STAFF OF ILLINOIS

, and whose

address is 1955 RAYMOND-SUITE 113

NORTHBROOK, ILLINOIS 60062

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

THREE HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100

Dellars (U.S. \$

308,250.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JAIU'PY 1, 2028

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and converte Lender the following described property located in COOK

County, Illinois:

THAT PART OF SUB-LOT "E" OF LOT 1 IN FOUR WINDS OF NORTHBROOK, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 42

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

Parcel ID #: 03-01-209-017

which has the address of 4416 FOUR WINDS LANE, NORTHBROOK

Illinois 60062

-6R(IL) (9808)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

Amended 8/96

VMP MORTGAGE FORMS - (800)521-7281

LANE , NORTHBROOK
zip Code ("Property Address");

Street, City

DPS 1089

Page 1 of 6

1-7291

DPS 1090

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COMO LA ESPECIATION

seurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over Second of the lien; or (c) secones from the holder of the lien an agreement satisfactory to Lender subordinating the lien to The line of the lies of the lies in legal proceedings which in the Lender's opinion operate to prevent the lies of the lies of

mountaines of the objection secured by the liter and an animal secure of the bonds in the object of the bonds in the object of the bonds in the object of th Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in orrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. so obligations in the manner provided in paragraph Z, or if not paid in that manner, Borrower shall pay them on time directly a neuron neuron and recover shall pay them on time directly because the neuron neuron paragraph of the paid manner to be neith meaning to a neuron paragraph of the neuron neu Ich may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay and in short or it has mennes and in some and in some shall be with the first of the state of the state

A. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property may attain morning and leacestments and leacestments of morning and leacestments of morning and leacestments of morning and leacestments are the property of the pro and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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

Tunds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior and sequire or sell the Property Lender, prior and sequire or sell the property and tender prior or sell sequire or sell the property contains and the property of the sequire or sell the property of the sequire or sequire or sequired to the sequired to the sequire or sequired to the sequired to t Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly for the follower any content of the follower and the secure of t shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Burrower shall not to a notificial to make the deficiency in the deficiency for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any twelve monthly payments, at Lender's sole discretion. If the Funds held by Lender exceed the smounts permitted to be held by spuile ble law. Lender shall account to Bottower and any and the shall also be held by applied ble law. Lender shall account to Bottower and the shall also be held be need to be held by applied ble law. Lender shall account to Bottower and the shall also be need to be held be need to be held be need to debit to the Funds was made. The Funds are pledged as additional security in: an sum control of this Security Instrument.

If the Funds had by this Security Instrument is being the found of the found

Without charge, an annual accounting of the Funds, showing credits and decide to the Funds and the purpose for which each is the Funds and the purpose for which each is the forman and the comment in this comment. Borrower and Lender may agree in writing, however, that inferes, shall be paid on the Funds. Lender shall give to Borrower, unithous character an annual accounts of the Finds and the Funds of the Borrower, the finds and the funds of the finds and the finds of the finds and the finds are the finds and the finds and the finds and the finds and the finds are the finds and the finds and the finds are the finds are the finds and the finds are the find Applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or carnings on the Funds.

Removed at a transfer of the result of t used by Lender in connection with this loan, unless applicable otherwise. Unless an agreement is made of Charge, However Lender may require Bonrower to pay a one-time charge for an independent real estate tax reporting service and hear to be a charge to the cha Ventying the Escrow liens, unless Lender pays Borrov et interest on the Funds and applicable law permits Lender to make such Escrow liems, Lender may not charge Borrow, r. fr. holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institutes) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an includion whose deposits are insured by a federal agency, instrumentality, or entire

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future or otherwise in someone sold in the basis of current data and reasonable estimates of expenditures of future sols a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

I andar may actimate the amount of the horizon of the horizon of the horizon and administration of the lesser amount. 1974 as amended from true to time, 12 U.S.C. Section 2601 et seq ("RESPA"), unless another law that applies to the Funds and Ends another law that applies to the Funds and Ends another law that applies to the Funds and Ends and Ends and Ends and Ends another law that applies to the Funds and Ends an Escrow items or otherwise in accordance with applicable law. related mortgage loan Try require for Borrower's escrow account under the federal Real Estate Settlement from the first from the federal Real Estate Settlement from the first of the first Lender may, at at the collect and hold Funds in abnount and the maximum amount a lender for a selection of the maximum amount a lender for a selection of the maximum and a selection of the formal selection of the maximum and a selection of the maximum and a selection of the maximum and a selection of the select the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." the mentions of neurons of the state of the M Stound fents on the Property, if say, (2) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; in accommon of the property in a consider in accommon to the property in a consider the contract of the property in a consider the contract of the property in accommon to the property in a consideration of the property in accommon to the property in accommon to the property in a contract of the property in a cont and assessments which may attain priority loss that are more and it is not the property is a list on the property in the property in the property is a list on the property in the property in the property is a list of the property in the property in the property is a list of the property in the property in the property in the property is a list of the property in the p Lender on the day within payments are under the Note, until the Note is all in the bind significant to a second of the note of 2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to are on the day monthly recurrence are directioned in this is even ("Eunder, Borrower shall pay to

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

THIS SECURITY INSTRUMENT Combines uniform covenants for national use and non-uniform covenants with limited UNIFORM COVENANTS. Boirower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property. and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Eight and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and that the property is unencumbered, except for encumbrances of record, Borrower warrants BORROWER COVENAVIS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security intermed and the first manner of the sound additions and additions and the first property in the security intermed and the security intermed and the security in the security in the security of the security in the security of the security in the security of the s instrument. All of the foregoing is referred to in this Security Instrument as the "property," TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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obtain coverage substantially equivalent to 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 substantially equivalent 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 retain 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 in effect, 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.

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 reasonable cause for the inspection.

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 to all 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 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, acceptable of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand harde 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.
- 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 morgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally collegated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 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.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 7, Lender does not have to do so.

reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations). then Lender may do and

this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property (such as a 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverer on agreements contained in leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. leaschold, Borrower shall comply with all the provisions of the lease, If Borrower and res fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a to provide Lender with any material information) in connection with the loan evir a set by the Note, including, but not limited Borrower, during the loan application process, gave materially false or inaccases information or statements to Lender (or failed impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if that; in Lender's good faith determination, precludes forfeiture of the tonower's interest in the Property or other material cure such a default and reinstate, as provided in paragraph 18, by carding the action or proceeding to be dismissed with a ruling

Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begun that in I ender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture extenuating circumstances exist which are beyond Bo. myer's control. Borrower shall not destroy, damage or impair the the date of occupancy, unless Lender otherwise agrees it writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the roperty as Borrower's principal residence within sixty days after the execution of

6. Occupancy, Preservation, Mainterance and Protection of the Property; Borrower's Loan Application; Leaseholds. immediately prior to the acquisition. damage to the Property prior to the acquicition shall pass to Lender to the extent of the sums secured by this Security Instrument under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

postpone the due date of the mentaly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Lender and Bo rower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security trainment, whether or not then due. The 30-day period will begin when the notice is given. Lender may collect the transance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums Property, or does not snawer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this 2- unity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or

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. paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

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

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Property insured against loss by fire, hazards included within the term 'extended coverage" and any other hazards, including

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days non, the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Porrower 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 Rubit 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 runstatement) 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 or der this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or apprecents; (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.
- 19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Porrower. 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 anyon; 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 uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsoit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Invironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulator) authority, that any removal or other remediation of any Hazardous Substance affecting the Property is 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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive 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 Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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1-4 Family Rider

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure 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 by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 rider are executed by Borrower and recorded together with this Security Instrument of each such rider shall be incorporated into and shall amend and supplement Security Instrument.

Condominium Rider

Adjustable Rate Lider

[Check applicable box(ec)]

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STATE OF.	Hluno)
COUNTY OF	Cook)

I, the undersigned, a notary public in and for the State of,
County of Ork do hereby certify that Jovense M. Mitan
, who is personally known to me
to be the same person who executed the within instrument AS THE ATTORNEY IN
FACT of John A Stafford appeared before me
this day in person and acknowledged that he/she signed, sealed, and delivered the
said instrument, as the attorney in fact, as the free and voluntary act of himself/herself
and of said John A. Staffo J, his/her said principal for the
uses and purposes in said instrument set forth.
Given under my hand and seal this 29 day of December 1907
Notary Public
My Commission Expires:
"OFFICIAL SEAL" JON GOLDMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES APRIL 1, 2001

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Property of Cook County Clerk's Office

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RIDER - LEGAL DESCRIPTION

THAT PART OF SUB-LOT "E" OF LOT 1 IN FOUR WINDS OF NORTHBROOK, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1990 AS DOCUMENT NUMBER 90277717 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID SUB-LOT- "E"; THENCE SOUTH 48 DEGREES 21 MINUTES 51 SECONDS WEST, 202.73 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, EEING CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET, AN ARC DISTINCE OF 24.77 FEET THE CHORD OF WHICH ARC BEARS NORTH 67 DEGREES 26 MINUTLS 44 SECONDS WEST AND MEASURES 24.60 FEET); THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, 125.59 FEET; THENCE SOUTH TLL).

County Clarks Office 89 DEGREES 53 MINUTES 32 SECONDS EAST 174.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Proberty or Cook County Clerk's Office

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29TH day of DECEMBER, 1997, 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 MILLENNIUM FINANCIAL CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 4416 FOUR WINDS LANE, NORTHBROOK, ILLINOIS 60062

Property Address

The Property include, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common creas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration"). The Property is a part of a planned unit development known as

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 ail 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 main ains, 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 ayment to Lender 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.

MULTISTATE PUD RIDER - Single Femily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT | Form 3150 9/90

DPS 4922 (07/29/94)



provided in Uniform Covenant 10. paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as areas and facilities of the PUD, 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 Property or the common D. Condemnation, The proceeds of any award or claim for damages, direct or consequential, payable to

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

(i) the abandonment or termination of the PUD, except for abandonment or termination required by written consent, either partition or subdivide the Property or consent to:

law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or

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

(ii) termination of professional management and assumption of self-management to the Owners benefit of Lender;

(vi) s. y action which would have the effect of rendering the public liability insurance coverage Association; or

maintained by f. & Denners Association unacceptable to Lender.

Any amounts disbursed by Lender this paragraph F shall become additional debt of Borrower secured by F. Remedie C. J. Borrower does not pay PUD dues and assessments when due, then Lender may pay them.

interest from the date of districtment at the Note rate and shall be payable, with interest, upon notice from the Security Instrument. Unlars Borrower and Lender agree to other terms of payment, these amounts shall bear

Lender to Borrower requesting pr. orant.

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

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

3556945

THIS ADJUSTABLE RATE RIDER is made this 29TH day of DECEMBER , 1997 , 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 Adjustable Rate Note (the "Note") to MILLENNIUM FINANCIAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4416 FOUR WINDS LANE, NORTHBROOK, ILLINOIS 60062

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWE'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.1250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY 1, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 Note 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 THREE AND ONE FOURTH percentage point(s) (3.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of our percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new in onst rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

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DPS 406

-B22B (8108).02

VMP MORTGAGE FORMS - (800)621-7291

Form 3111 3/85

Initializations Bis Burner

804. 08/15/96 DPS 407 Form 3111 3/85 40.(8018) 8SS8-4M 2 to 5 age q JEWOTHOR-(Seal) (Iss2) (Seal) -Borrewer JOHN STAFFORD (Seal) RIADIN MISHER was a suffer by gus Rate Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and cover not an this Adjustable without further notice or demand on Borrower. sums prior to the expiration of this period, Lender may invoke any terroliss permitted by this Security instrument mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these acceleration. The notice shall provide a period of not less than 30 de date the notice is delivered or If Lender exercises the option to require immediate payment in full, Lender chall give Borrower notice of unless Lender releases Borrower in writing. in this Security Instrument. Borrower will continue to be whighted under the Note and this Security Instrument acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and consent to the loan assumption, Lender may also require transferee to sign an assumption agreement that is To the extent permitted by applicable law, Loner may charge a reasonable fee as a condition to Lender's this Security Instrument is acceptable to Lender. security will not be impaired by the loan assurption and that the risk of a breach of any covenant or agreement in transferee as it a new loan were being mach in the transferee; and (b) Lender reasonably determines that Lender's option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended exercise is prohibited by federal law a of the date of this Security Instrument. Lender also shall not exercise this natural person) without Lender 'e 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 a for it neworted and Borrest in the series in Borrower is sold or transferred and Borrower is not as it in its in a series in its in i Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Uniform Covenant 17 of the Security Instrument is amended to read as follows: B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER given me and etitle and telephone number of a person who will answer any question I may have regarding monthly payare it before the effective date of any change. The notice will include information required by law to be The Molder will deliver or mail to me a notice of any changes in my interest rate and the amount of my (F) Whire of Changes payment changes again. payment beginning on the first monthly payment date after the Change Date until the amount of my monthly My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly (E) Effective Date of Changes the preceding twelve months. My interest rate will never be greater than .% 0278.SI any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for %. Thereafter, my interest rate will never be increased or decreased on The interest rate I am required to pay at the first Change Date will not be greater than 10.1250 (D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly 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 rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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