

RETURN ORIGINAL TO:  
FIDELITY AND MORTGAGE COMPANY  
1500 MEDISONVILLE ROAD, SUITE 210  
INDIANAPOLIS, INDIANA 46250

**UNOFFICIAL COPY**

98399229

1998-05-14 09:28:57  
1998 County Recorder

THIS INSTRUMENT WAS PREPARED BY  
FIRST AMERICAN NATIONAL DOCUMENTS L.P.  
ENCLICHO DRIVE, SUITE 200, TAMMY MARKHAM  
LUBBOCK, TEXAS 79401  
LUBBOCK, TEXAS 79401

98399229

**PURCHASE MONEY  
MORTGAGE**

# 271664

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THIS MORTGAGE SECURITY INSTRUMENT, DATED **MAY 8, 1998**,  
BETWEEN **GRACE ROUHARI AND ROBERT ROUHARI, WIFE AND HUSBAND**  
Borrower of this Security Instrument is given to  
**FIDELITY AND MORTGAGE COMPANY, AN OHIO CORPORATION** which is organized and existing  
in the **STATE OF OHIO** and whose address is  
**1000 BROKEN LAND PARKWAY, COLUMBUS, MARYLAND 21045** (Lender)  
For the full and true payment of the sum of **TWO (2) THOUSAND SEVENTY FIVE THOUSAND AND NO (00) /100**  
Dollars U.S. \$ **27,000.00**. This debt is evidenced by Borrower's note  
dated **MAY 8, 1998**, Security Instrument (N.Y.) which provides for monthly payments, with the full debt, if not  
paid by **JUNE 01, 2028**. This Security Instrument  
contains the terms of the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
other provisions necessary for the payment of all other sums with interest provided under paragraph 7 to protect the security  
of the Note. In order to effect the performance of Borrower's covenants and agreements under this Security Instrument,  
Borrower hereby grants, conveys and conveys to Lender the following described prop-  
**erty:**  
**COOK** County, Illinois:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF  
AND NUMBER 01 26 205 001**

Property Address: **55 COVERED BRIDGE ROAD BARRINGTON**  
**60010** Property Address 1

1. **Improvements:** With all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
rights and interests in or to the property. All replacements and additions shall also be covered by this Security  
Instrument. This Security Instrument shall constitute a lien on this Security Instrument is the Property.  
2. **Warranty:** Borrower warrants that Borrower owns, with a clear title, the entire hereby conveyed and has the right to mortgage  
part or all of the property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
that Borrower has no other claims or demands, subject to any encumbrances of record

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CONDITIONS, TERMS AND COVENANTS WITH LIMITED

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due...

2. **Funds for Taxes and Insurance.** Subject to any release now or hereafter in writing by Lender, Borrower shall... (a) annually pay to Lender... (b) yearly pay to Lender... (c) yearly pay to Lender... (d) any sums payable by Borrower...

Lender shall not be held liable for any deficiency in the amount of Funds due on the basis of current data and... unless an agreement...

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

4. **Taxes, Fees, Charges, Fines and Impositions.** Borrower shall pay all taxes, assessments, charges, fines and impositions...

5. **Liens.** Borrower shall not create any lien which has priority over this Security Instrument...

6. **Hazard Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on...

7. **Other Provisions.** Borrower shall not create any lien which has priority over this Security Instrument...

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Any statement, report or other document shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to inspect and renew any insurance policies. Borrower shall promptly give to Lender all receipts and other documents in connection with the insurance. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may require that a loss if not made promptly by Borrower.

If a loss occurs, the insurance proceeds, if any, shall be applied to restoration or repair of the Property. If the insurance carrier determines that the loss is not covered, Lender's security is not lessened. If the insurance carrier determines that the loss is covered, Lender's security will be assessed. The insurance proceeds shall be applied to the loss. If the insurance carrier determines that the loss is covered, Lender's security will be assessed. The insurance proceeds shall be applied to the loss. If the insurance carrier determines that the loss is covered, Lender's security will be assessed. The insurance proceeds shall be applied to the loss.

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**Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall comply with and use the Property as Borrower's principal residence within sixty days of the date of the Security Instrument and shall continue to occupy the Property as Borrower's principal residence until the loan is completed. Borrower shall not occupy the Property unless Lender, otherwise agrees in writing, which consent shall not be given if the circumstances exist which are beyond Borrower's control. Borrower shall not commit waste on the Property. Borrower shall not allow any person to occupy the Property who has ever been convicted of a crime in Lender's good faith judgment. Borrower shall not allow any person to occupy the Property who has ever been convicted of a crime in Lender's good faith judgment. Borrower shall not allow any person to occupy the Property who has ever been convicted of a crime in Lender's good faith judgment. Borrower shall not allow any person to occupy the Property who has ever been convicted of a crime in Lender's good faith judgment.

**Protection of Lender's Rights in the Property.** Borrower does not perform the covenants and agreements contained in this Security Instrument if there is a court proceeding which substantially affects Lender's rights in the Property. Lender may take any action necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions shall not be limited by any law or regulation. Lender may take any action necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions shall not be limited by any law or regulation.

Any amount of interest payable by Lender under the paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Borrower and Lender agree that under terms of payment these amounts shall bear interest from the date of payment to the Service and shall be payable with interest upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** Lender requires 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, Borrower shall pay the premiums required to maintain the mortgage insurance previously in effect, at a cost substantially in excess of the cost of the mortgage insurance previously in effect. If an alternate mortgage insurer approved by Lender becomes available, Borrower shall pay to Lender each month the amount of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. If an alternate mortgage insurer approved by Lender becomes available, Borrower shall pay to Lender each month the amount of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses.

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10. **Inspection.** Lender shall have the right to inspect the title records and other documents of the Property. Lender shall have the right to inspect the Property and to take possession of the Property if it is in default of the terms of the Note.

11. **Condemnation.** If the Property is taken by eminent domain or otherwise, the sums secured by this Security Instrument shall be paid to Borrower. If the Property is taken by eminent domain or otherwise, the sums secured by this Security Instrument shall be paid to Borrower.

12. **Partial Taking.** If the Property is taken by eminent domain or otherwise, the sums secured by this Security Instrument shall be paid to Borrower. If the Property is taken by eminent domain or otherwise, the sums secured by this Security Instrument shall be paid to Borrower.

13. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

14. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

15. **Loan Charges.** The interest rate on the loan secured by this Security Instrument is subject to a law which sets maximum loan interest rates. If the law is amended so that the interest rate on the loan charges collected or to be collected in connection with the loan are in excess of the permitted limits, then the maximum loan charge shall be reduced by the amount necessary to reduce the interest rate to the permitted limits, and the law sums already collected from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to make this return by reducing the principal owed under the Note or by making a cash payment to Borrower. If a return reduces principal, the reduction will be treated as a partial prepayment without penalty or charge under the Note.

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mail to the address of Borrower as shown on the last payment made or by any other method. The notice shall be given to the address of Borrower as shown on the last payment made or by any other method.

17. **Governing Law, Severability.** This Security Instrument shall be governed by federal law and the law of the state of California. If any provision of this Security Instrument or the Note is held to be unenforceable, the provisions of this Security Instrument or the Note which are not affected by that holding shall remain in effect, and the provisions of this Security Instrument and the Note shall be construed to give effect to the unenforceable provision.

18. **Borrower's Copy.** Borrower shall receive a true and correct copy of the Note and of this Security Instrument.

19. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any other interest in the Property or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, the transferee shall be bound by the terms of this Security Instrument and the Note.

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... Lender may require immediate payment in full of all sums secured by this Security Instrument. However, no payment shall be exercised by Lender if exercise is prohibited by federal or state law. See 28 U.S.C. § 546.

Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days after the date the notice is received by Borrower, 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 the remedies provided in this Security Instrument without further notice or demand on Borrower.

18. Borrower - Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have the acceleration of this Security Instrument rescinded, but only if the acceleration occurred on or after 5 days (or such other period as may be specified in the applicable state or federal law) after the date of the foreclosure pursuant to any power of sale contained in this Security Instrument. The conditions for reinstatement of this Security Instrument are that Borrower must pay to Lender the sums secured by this Security Instrument and the Note as if no acceleration had occurred, plus interest, late charges, and costs of collection, and pay all expenses incurred in enforcing this Security Instrument, including reasonable attorneys' fees. Lender takes such action as Lender may reasonably deem necessary to enforce this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue until paid in full. Upon reinstatement by Borrower, this Security Instrument shall be deemed to have been reinstated, and acceleration shall be deemed to have occurred. However, this paragraph shall not be construed to affect paragraph 17.

19. Same Note Change of Loan Servicer. The Note and your interest in the Note together with this Security Instrument shall be sold from time to time without notice to Borrower. A sale may result in a change in the entity that acts as Loan Servicer. The servicer makes payments due under the Note and this Security Instrument. There may be a change of the servicer 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 shall include the name of the new Loan Servicer and the address to which payments should be made. The notice shall be given in accordance with applicable law.

20. Hazardous Substances. Borrower shall be liable for the presence, use, disposal, storage, or release of hazardous substances on the Property, whether or not caused by anyone else to do anything affecting the Property, and shall be liable for the cleanup of such substances. The preceding two sentences shall not apply to the presence or release of hazardous substances if Hazardous Substances that are generally recognized to be appropriate for the use of the Property are involved.

Lender will not be liable for any claim, demand, lawsuit or other action by any governmental entity, whether or not caused by anyone else, for any Hazardous Substance or release of any Hazardous Substance, whether or not caused by anyone else, if Borrower, or its insured, or any governmental or other entity, is liable for the release of any Hazardous Substance affecting the Property if necessary, Borrower shall pay all necessary remedial actions in accordance with Environmental Law.

21. Hazardous Substances. Hazardous Substances are those substances defined as toxic or hazardous substances by applicable Law and the following substances: asbestos, other flammable or toxic petroleum products, toxic pesticides, herbicides, acids, alkalis, materials containing asbestos, formaldehyde, and radioactive materials. As used in this paragraph, the term applicable Law means federal, state, and local laws of the jurisdiction where the Property is located.

Notwithstanding to Borrower and Lender further covenant and agree as follows:

22. 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default, and the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) the 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 be given to Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument and the Note and may receive a fee therefor. Lender may charge Borrower a fee for releasing this Security Instrument and the Note. Lender shall be entitled to a reasonable fee for services rendered and the charging of the fee is permitted under applicable law.

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

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... Security Instrument. ... executed by Borrower and recorded together ... incorporated into and shall amend ... (the interests) were a part of this Security Instrument

- ... Family Rider
- ... Biweekly Payment Rider
- ... Second Home Rider

... contained in this Security Instrument

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*(Signature)* ..... (Seal)  
GRACE ROUHART

*(Signature)* ..... (Seal)  
ROBERT ROUHART

..... (Seal)  
Borrower

..... (Seal)  
Borrower

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SA

Urbana, Ill.

Notary Public in and for said county and State

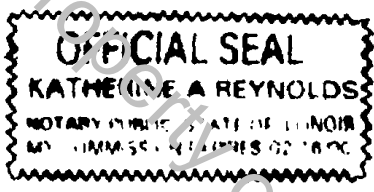
GRACE URQUHART AND ROBERT URQUHART, WIFE AND HUSBAND

jointly and severally, do hereby certify that whose names are  are

the parties to the within and above described instrument, and do hereby certify that the said they

have signed the same voluntarily and for the uses and purposes therein

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MAY 14 1998

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LOT 1 IN BLOCK 4 IN SUNSET RIDGE FARMS UNIT NUMBER 1, BEING A  
SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED NOVEMBER 22, 1967 AS DOCUMENT 20 329 735, IN  
COOK COUNTY, ILLINOIS.

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