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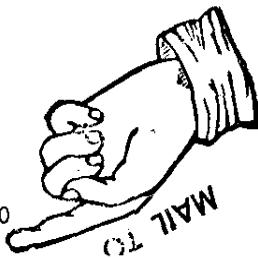
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Cook County Recorder 39.50



08094633

Prepared by: SHANNON BRANDON
RECORD AND RETURN TO:
MORTGAGE BANCORP SERVICES
800 E. NORTHWEST HIGHWAY, #100
PALATINE, ILLINOIS 60067



71279 MN 10624PH MORTGAGE

Loan No. 7325030

THIS MORTGAGE ("Security Instrument") is given on November 23, 1998. The mortgagor is EDWARD M. PASQUINELLI and MAUREEN P. PASQUINELLI, F/K/A/ MAUREEN P. KENNY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
MORTGAGE BANCORP SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067

(Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Seven Thousand Five Hundred and no/100----- Dollars (U.S. \$ 137,500.00).

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 December 1, 2013. 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 convey to Lender the following described property located in COOK County, Illinois:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

PIN 27-16-405-031
which has the address of

Illinois 60462

15819 CENTENNIAL DRIVE

ORLAND PARK

[Street, City],

[Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Initials: EMP INSTRUMENT Form 3014 9/90
VMP-6R(IL) (9502).01 Amended 5/91



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect over the lien, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph, which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay third, to interest due; fourth, to principal due; and last, to any late charges due under Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property to the extent of the applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 Note.

5. **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 Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow Items when due, Lender shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each applies to Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Escrow Items, unless Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the including Lender, if Lender is held in an institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to date, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (e) yearly aggregate insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents of the Property, if any; (b) yearly leasehold payments; (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attach priority over this Security Instrument as the Property; (c) for: (y) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, 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.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized 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 instrument. All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER 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 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 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, at its option, either to restoration or repair 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 paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 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.

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 the Property under the terms of this Security Instrument; (b) is not personally obligated 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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Initials: MAD

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Initials: *[initials]*

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8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to insurement, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the payment of disbursements at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Securitly instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument.

7. Lender does not have to do so.
reasonable attorney fees and entitling 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 any fee necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may pay for whatever is necessary to enforce or to enforce laws or regulations), then Lender may do and proceed in bankruptcy, probable, for condemnation or enforcement of the Property (such as a security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a security instrument, or Lender may file a lawsuit to perform the covenants and agreements contained in this Security instrument).

7. Protection of Lender's Rights in the Property. If Borrower fails to pay the fees and expenses to the merger in writing, Lender does not have to do so.

Lender held and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with all the provisions of the lease. If Borrower, the lessor, the lessee, if this Security instrument is on a leasehold, Borrower shall occupy of the Property as a principal residence. If this Security instrument is on a

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 evidenced by the Note, including, but not limited to, representations concerning Borrower's material information or statements to Lender (or failed

Borrower, during the loan application process, gave materially false or inaccurate information to be dismissed with a ruling Lender's good faith creation of this Security instrument or Lender's security interest. Borrower shall also be in default if Lender's good faith determination, provides for either of the Borrower's interest in the Property or other material

there, in Lender's good faith determination, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling cure such a default and remit, as provided in paragraph 18, by causing 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 Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste of the Property. Borrower shall be in default if any forfeiture

extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or repair the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable without, or unless

this Security instrument and shall use the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish and protection of the Property; Loan Application; Leaseholds.

6. Occupancy, Maintenance and Protection of the Property. Prior to the acquisition.

damage to the Property prior to the acquisition 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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 Lender may collect the insurance proceeds. Lender may choose from Lender that the insurance carrier has offered to settle a claim, then Property, or does not answer within 30 days a notice from Lender or not then due, with any excess paid to Borrower. If Borrower abandons the secured by this Security instrument, whether or not the security would be lessened, the insurance proceeds shall be applied to the sums repair is not economically feasible or Lender's security is not lessened. If the restoration of the property damaged, if the restoration is not economically feasible and Lender's security is not lessened. If the restoration of the unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

unless Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall give prompt notice to the insurance carrier and Lender. All insurance policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of

shall have the right to hold the policies and renewals. If Lender accepts, Borrower 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 unreasonable 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 flood 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

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 from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not 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 or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The 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, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property 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.

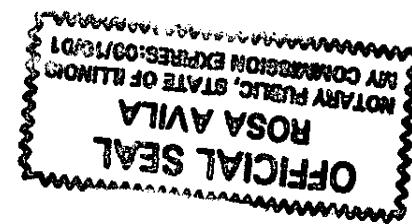
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

EAP

Initials: MDP

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MY Commission Expires:

Given under my hand and official seal, this 23rd day of November, 1998
signed and delivered the said instrument as TELLER free and voluntary act, for the uses and purposes herein set forth.
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)

AND WIFE
CHARLES EDWARD M. PASQUINELLI and MARGARET P. PASQUINELLI, F/K/A/ MARGARET P. KENNEDY, HUSBAND
I, *Charles Edward M. Pasquinnelli*, County of *McCook*
, a Notary Public in and for said County and state do hereby certify
that EDWARD M. PASQUINELLI and MARGARET P. PASQUINELLI, F/K/A/ MARGARET P. KENNEDY, HUSBAND

-Borrower
(Seal)

-Borrower
(Seal)

MARGARET P. PASQUINELLI, F/K/A/ MARGARET P. KENNEDY, HUSBAND
Margaret P. Pasquinnelli, F/K/A
(Seal)

-Borrower
(Seal)

Witnesses:
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

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 rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- | | | | | | | |
|---|--|--|---|---|---|--|
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Margate P. PASQUINELLI, F/K/A/ MARGARET P. KENNEDY, HUSBAND |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Ballroom Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Other(s) [Specify] | | |

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

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

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PARCEL 1:

THE SOUTHEASTERLY 28.67 FEET OF THE NORTHWESTERLY 68.25 FEET OF THAT PART OF LOT 13 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS EAST 7.00 FEET ALONG THE EAST LINE OF SAID LOT 13; THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 22.88 FEET, TO THE POINT OF BEGINNING OF SAID PART OF LOT 13; THENCE SOUTH 08 DEGREES 33 MINUTES 31 SECONDS EAST 136.50 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 29 SECONDS WEST 80.00 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 31 SECONDS WEST 136.50 FEET; THENCE NORTH 81 DEGREES 26 MINUTES 29 SECONDS EAST 80.00 FEET, TO THE POINT OF BEGINNING, ALL IN CENTENNIAL VILLAGE UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTENNIAL VILLAGE UNIT 1 A PLANNED UNIT DEVELOPMENT RECORDED APRIL 5, 1993, AS DOCUMENT 93247499, AND FIRST SUPPLEMENTARY DECLARATION RECORDED SEPTEMBER 13, 1993 AS DOCUMENT 93730415 AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1988 KNOWN AS TRUST NUMBER 11918 TO EDWARD M. PASQUINELLI AND MAUREEN P. KENNY, RECORDED 3/24/94 AS DOCUMENT NO 94464428 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

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Loan # 7325030

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd day of November, 1998, 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

MORTGAGE BANCORP SERVICES
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

15819 CENTENNIAL DRIVE, ORLAND PARK, ILLINOIS 60462

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

CENTENNIAL VILLAGE

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Initials: EMP

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Initials: MWB

- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the year 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.
- In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the security instrument, with any excess paid to Borrower.
- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property by law in the case of substantial destruction by fire or other cause, 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 prior written 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 written consent, make any change in the "Constituent Document" if the provision is for the express benefit of Lender;
- (ii) any amendment to any provision of the "Constituent Document" if the provision is for the condominium or eminent domain;
- (iii) termination of professional management and assumption of self-management of the Owners Association, or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

<u>Edward M. Pasquelli</u> EDWARD M. PASQUINELLI	(Seal)	<u>Maureen P. Pasquelli, D. HKA</u> MAUREEN P. PASQUINELLI, F/K/A/ <small>MAUREEN</small>	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower