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#### MORTGAGE 311258-018

THIS MORTGAGE ("Security Instrument") is given on
1986 The mor gazor is A JAMES LEINEWESES MARRIED to Linda G. Leineweber & Elsia C Hutins
a Widow ("Borrower"). This Security Instrument is given to
a widow ("Borrower"). This Security Instrument is given to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing
under the laws of .TFE. INITED. STATES OF .AMERIGA
25 Egat Campbeli Streat - Arlington Haights, Illingis 60005 ("Lender").
Borrower owes Lender the pareipal sum of SEVENTY THOUSAND AND 902.199
Dollars (U.S. \$7.9.9.9.9.9.0). 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 JUME 1. 2018 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all ciner sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performence of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does he cay mortgage, grant and convey to Lender the following described property
orated in GOOK County. Himois:

SEE LEGAL DESCRIPTION ATTACHED HERE TO AND MADE A PART OF

1-27-64-R-S

in ROB ROY COUNTRY CLUB VILLAGE CONDOMINIUM, as delineated on a Plat of Unit No. / Survey of a Parcel of land in Section 26, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois which Survey is attached to the Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust Number 24978, recorded November 12, 1982 of Document Number 26,410,009 together with the undivided percentage interest appurtenant to said Unit in the property described in said Declaration of Condominium, as amended from time to time, excepting the Units as defined and set forth in the Declaration and Survey, as amended from time to time, which percentage shall automatically charge in accordance with amended Declaration as same are filed of record pursuant to said Sociaration, and together with additional common elements as such amended Declarations are filed of record, the percentages set forth in such amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recoming of such amended Declarations as though conveyed hereby in Cook County, Illinois

Permanent Tax Number:

26-102-002

<del>26-200-017</del>

03-26-100 009-000

There has been no tax division for the individual condominium units

(Ap Code)

TOGITHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

MON-DAIFORM COVENANTS, BOTTOWER and Lender further covenant and agree as follows:

TINGLON HEIBHAR

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### MORTGAGE 311268-018

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appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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, rights,

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

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

NON-UNIFORM GOVED NT Borrowe and Lender further coverant and agree is follows:

19. Acceleration: Benedies. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

prior to the expiration of any period of re appointed receiver) shall be entitled to enter the Property including those past due. Any costs of management of the Property and receiver's bonds and reasonable attorneys' for the enterior of the Property and receiver's bonds and reasonable attorneys' for the enterior of all Instrument without charge to Borrower. But the enterior of Homestead, Borrower 23, Riders of Homestead, Borrower 23, Riders of this Security Instrument, the covenants and supplement the covenants and agreement Instrument. [Check applicable box(es)]  Adjustable References	er upon, take por rents collected; collection of refees, and then to sums secured be prower shall par rent. If one or mod d agreements of	ssession of and man by Lender or the rec nts, including, but r the sums secured by y this Security Inst y any recordation co of homestead exem ore riders are execute each such rider shall ity Instrument as it	age the Property eiver shall be apport limited to, rethis Security Incrument, Lender sts.  ption in the Property by Borrower and by Borrower the rider(s) we start the rider(s) we see the property of the rider(s) we see the rid	y and to collect the plied first to paymeceiver's fees, prenstrument.  shall release this perty.  and recorded toged into and shall are	e rents of ent of th niums of Security ther with nend and Security
Graduated Payment Rider	Casa	Unit Development		<b>_</b> _ · · · · · · · · · · · · · · · · · ·	
Other(s) [specify]		om bevelopmen.			
Offici(s) [specify]					
BY SIGNING BELOW, Borrow r 3 Instrument and in any rider(s) executed by l	ccepts and agr Borrower and re	ees to the terms a corded with it.	and covenants of	contained in this	Security
		Maria	finan i	2	(Sent)
	0	A. DANES LET	NEVEBER	·	Borrowei
	01	mar ried to L	inda C. Lein	neweber	
	4	Elsie C. Hu	tins	Mina	(Seal)
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		Elsie C. Hui	6/4/5		
STATE OF Dllinois  COUNTY OF COOK  I, LINEWEBER married to before me and is (are) known or proved to me to have executed same, and acknowledged said in:	SS:  a Notary to Linda C. be the person(s) strument to be	y Public in and for s Leineweber & who, being informed their (his, her, their)	aid county and s Elste C. Hu l of the contents c . free and volu a wi	tate, do hereby cer CIAS personally a If the foregoing inst lary act and deed	tify that appeared trument, and that
they executed said instrum (he, she, they)					
Witness my hand and official seal this	13.	day of	May		90.G.
My Commission Expires:		Denis	: 40 10	B.	
My Commission Expires Fab 5 1000		NAMINA	c pour	Y	(SEAL)

This instrument was prepared by ... GAROL J. BLACKWOOD, ASST. V.P. LENDING OPER
4771 4 M CL. 170 ARLINGTON HEIGHTS, ILLINOIS BE EXCELLED 4771 4 mail to

6000M

## UNOFFICIAL COPY ...

requesting payment.

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 Any amounts disbursed by Lender under this paragraph? A shall become additional debt of Borrower secured by this

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to do so in the Property. Lender's actions may include paying any sums secured by a hear which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Horrower fails to perform the fee fitle shall not merge unless Lender agrees to the merger in writing.

change the Property, allow the Property to deteriorate of commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

 Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Lenscholds.

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any instrance policies and proceeds resultang Hermometer of the mome of the grade of the Ledgergard in ot betteler stromery elitinom of the stab sub off enormous

Unless Lender and Borrower officewise agree in writing, any application of proceeds to principal thall not extend or

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender the chemical insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds for repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lendar Security is not lessened. If the restoration or repair is not economically feasible or I ender's security would be lessened, the insurance proceeds shall be

Lender shall have the right to hold the policies and renewals. If Lender regarders, Borrower shall prompily give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower stall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borro se.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair. All insurance policies and renewals shall be acceptable to Lende, and shall include a standard mortgage clause.

unreasonably withheld. requires insurance. This insurance shall be maintained in the aciding and for the periods that Lender requires. The insurance shall be chosen by Borrowe schleet to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extented coverage" and any other hazards for which Lender

5. Hazard Insurance. Horrower shall keep the improven and now existing or hereafter erected on the Property

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the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one of the actions set forth above within 10 days agrees in writing to the payment of the obligation se sured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement. If the lien in, legal proceedings which in the Lender's opportate to prevent the choicement of the lien or forfeiture of the Property; or (c) secures from the holder of the lien an prevent agreement afficiency to Lender subordinating the lien to this Security Instrument. It Lender determines that any part of agreement afficiency to Lender subordinating the lien to the Security Instrument. It Lender the their the Broader with its miner of the Broader and the first which many part of the Broader the security is made the subordinating the lien to the lien to the lien that the lien is the Broader and the lien when the lien is the lien is the lien that the lien is the lien is the lien is the lien in the lien is the lien is the lien in the lien in the lien is the lien in the lien in the lien is the lien in Borrower shall promptly discharge any I'm which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this paragraph. If Bo rower makes these payments directly, Borrower shall prompily furnish to Lender pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in he manner provided in paragraph 2, or if not paid in that manner. Borrower shall paragraphs I and 2 shahloe applied first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts paych e under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio ity over this Security Instrument, and leasehold payments or ground rents, if any property which may attain prio ity over this Security Instrument, and leasehold payments or ground rents, if any property which may attain prio ity over this Security Instrument, and leasehold payments for the language of the languag

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

application as a cred a same the sums secured by this Security Instrument.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately place to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any at Bortower's option, either promptly repaid to Bortower or credited to Bortower on monthly payments of Funds. If the the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that in treats that be paid on the Pund. Unless an agreement st made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the eseron, items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escron items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

ement data and reasonable estimates of future escrowitems.

mortgage insurance premiums, if any. These items are called "escrow items" Londer may estimate the Funds due on the leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly one-twelfth of (a) yearly taxes and assessments which made under many over the Security Instruments which may 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by I ender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("I ands") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Sote.

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

### **UNOFFICIAL COPY**

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

8. 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.

9. 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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of lettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an iorized 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 Lende, 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.

10. Borrower Not Released; Forbearance By Londer 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 theer excise of any right or remedy.

11. Successors and Assigns Boand; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bene it 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 c)-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the er ins 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.

12. 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 turns 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, educes principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security in rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the sep, specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, hall 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 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 Len ler v hen given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal Is wand the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in trument 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. Horrower'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 had no acceleration 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 paragraphs 13 or 17.

# PLINDER CHALORIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this444H day ofMAX	
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	 ''')
of the same date and covering the Property described in the Security Instrument and located at:	
884A.LOCH.LONDNO.PROSPECT.HEIGHTG14LINDIS.BODZD	•••
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels an certain common areas and facilities, as described inDEGLARATIONSDFGOVENANTS,RESTRICTIONSAND	
(the "Deciaration"). The Property is a part of a planned unit development known as	
Rob Roy Country Club Village   Planned Unit Development	•••
At aggregation that the state of the state o	

(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 CLEVENANTS. 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 "Conditional Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document valid 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. 50 ong 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 a an at 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 one-twelfth of the yearly premium installments for huzard insurance on the Property; and
- (ii) Borrower's obligation under Ontorm 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 (Cray lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance projects in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, at v 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 crieus as may be reasonable to insure that the Owners Association maintains a public fiability insurance policy acceptable in for 3, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damig s, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned an 1 shill be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to 'Ander and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment v<sub>i</sub>, termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the plo/ision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance covarege maintained by the Owners Association unacceptable to Lender.
- 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.

A. JAMEB LEINEWEBER

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or