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DEPT-01

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T#4444 TRAN 2399 05/10/88 13:24:00
#3140 # D *-88-198795
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

Loan # 060919-8

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 25th
19 88 The mortgagor is JAMES G. WESLEY and EVANTHIA WESLEY, HIS WIFE

("Borrower"). This Security Instrument is given to HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108 ("Lender").

Borrower owes Lender the principal sum of Eighty thousand and NO/100 -----

Dollars (U.S. \$ 80,000.00). 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 May 1st, 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 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 WESTCHESTER , COOK

County, Illinois:

PARCEL 1: LOT 216 IN WESTCHESTER PLACE PHASE 3, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 30 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE WESTCHESTER PLACE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JUNE 7, 1984 AS DOCUMENT NUMBER 27119993 AND AS AMENDED BY DOCUMENT 27189996 FOR INGRESS AND EGRESS OVER LOTS 184 TO 186, BOTH INCLUSIVE, IN WESTCHESTER PLACE PHASE 2, IN COOK COUNTY, ILLINOIS.

-88-198795

86236135

PIN # 15-29-317-026

which has the address of

11137 EATON COURT
(Street)

WESTCHESTER
(City)

Illinois

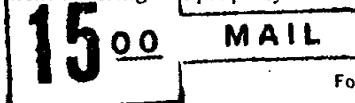
60153
(Zip Code)

("Property Address");

TOGETHER 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.



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BLOOMINGTON, ILLINOIS 60108
255 EAST LAKE STREET
RECORD AND RETURN TO:
HOUSERLOD BANK FSB, A FEDERAL AVENUE BANK
NOTARY PUBLIC, STATE OF ILLINOIS
KIM EBERY
"OFFICIAL SEAL".
My Commission Expires 10/24/90
NOTARY PUBLIC

Given under my hand and official seal, this 25th day of April, 1988.

set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein 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) are **JAMES G. WESLEY and EVANTHIA WESLEY, HIS WIFE,**

do hereby certify that **James G. Wesley and Evanthia Wesley, His Wife**, **MAIL**

My Commission expires: **10/24/90**

This document prepared by **WALTER O. MALT, JR.**

I, THE UNDERSIGNED, a Notary Public in and for said county and state,

STATE OF ILLINOIS.

Seal

(Space Below This Line For Acknowledgment)

(Seal) Borrower
(Seal) -Borrower
(Seal) -Borrower

(Seal) **EVANTHIA WESLEY, HIS WIFE**
(Seal) **James G. Wesley**
(Seal) **James G. Wesley**

Instrument and in any other(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

- Other(s) [Specify] Graduated Payment Rider Planned Unit Development Rider Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument [Check applicable box(es)]
Security instrument the covenants and agreements of this Security instrument as if the other(s) were a part of this Security
Securities to this instrument, if one or more riders are executed by Borrower and recorded together with
this Security instrument, then to the rents, including, but not limited to, payment of all sums secured by this Security
and addendum to this instrument, to record first to pay rent to the receiver's fees, premiums on
costs of management of the property and collection of rents, including, but not limited to, collection of rents, including, but not limited to, payment of all sums secured by this Security
prior to the expiration of any option to renew upon, take possession of and manage the property and to collect the rents of
applicable receiver shall be entitled to collect possession of the property and to collect the rents of
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

Instrument without charge to Borrower. Lender shall pay any recording costs. Lender shall release this Security
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
costs of management fees, and then to the rents, including, but not limited to, payment of all sums secured by this Security
receivers bonds and collection of rents, including, but not limited to, collection of rents, including, but not limited to, payment of all sums secured by this Security
the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of
additional amounts due prior to the date of default or to the date specified in the note or agreement, whichever is
prior to the date specified in the note or agreement, whichever is earlier, and then to the rents of the property and to
any amounts due prior to the date of default or to the date specified in the note or agreement, whichever is earlier,
but not limited to, remedies available at law.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding,
before the date specified in the notice, Lender at its option may require immediate payment of all sums secured by
excessive date of default or any other defalcation and forclosure. If the default is not cured on or
prior to the date of default or any other acceleration, Lender to accelerate the note or agreement by giving notice to
inform Borrower of the right to reinstate after acceleration and the date of the non-
secured by this Security instrument, foreclose by judicial proceeding. The notice shall be cured;
and (d) that failure to cure the default or before the date specified in the notice shall be cured;
unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
unless (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless (f) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless (g) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless (h) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;

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

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UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests 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 forfeiture of any part of the Property; 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or 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 fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or 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 in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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occurred. However, this right to reinstate shall apply in the case of acceleration under paragraphs 13 or 17.

Borrower, to pay the sums secured by this Security instrument and the obligations shall hereby shall remain fully effective as it no acceleration had occurred, to assure that the legal consequences shall continue unchanged. Upon rematuration by obligee to assure that the legal consequences shall continue unchanged, Lesnder's rights in the Property rematuration by reasonability instruments, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require; (b) causes any default of any other covenants of agreements to this Security instrument, Lesnder's rights in the Property's security instruments, or (c) pays all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require; (e) causes any default of any due under this Security instrument to any other Borrower's security instruments; or (f) enters into a judgment forcing this Security instrument before sale of the Property pursuant to any power of sale contained in this applicable law specifically for remediation), before sale of sale conditions are Lender's rights in the Property's security instruments, or (g) 5 days (or such other period as Lender may designate) from the date of this Security instrument discontinued at any time Borrower to do any of the following: (a) pays Lender all sums which then would be due under this Security instrument and the Note had no acceleration applied; (b) causes any default of any other covenants of agreements to this Security instrument, Lesnder's rights in the Property's security instruments, or (c) pays all expenses incurred in accelerating this security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require; (e) causes any default of any due under this Security instrument to any other Borrower's security instruments; or (f) enters into a judgment forcing this Security instrument before sale of sale conditions are Lender's rights in the Property's security instruments, or (g) 5 days (or such other period as Lender may designate) from the date of this Security instrument discontinued at any time Borrower to do any of the following: (a) causes any default of any other covenants of agreements to this Security instrument, Lesnder's rights in the Property's security instruments, or (b) enters into a judgment forcing this Security instrument before sale of sale conditions are Lender's rights in the Property's security instruments, or (c) pays all expenses incurred in accelerating this security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require.

If Lender exercises this option, Lender shall give Borrower notice of demand on Borrower.

If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies available to Lender under this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by Lender under exercise of this Security instrument.

16. **Borrower's Right to Remitance.** If Borrower notices that the Note is sold or transferred or mailed within which Borrower must pay all sums secured by Lender under exercise of this Security instrument, Lender shall have the right to have general law as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of demand on Borrower.

If this Security instrument is sold or transferred or mailed within which Borrower must pay all sums secured by Lender under exercise of this Security instrument, Lender may invoke any general law as of the date of this Security instrument.

17. **Transfer of a Beneficial Interest.** If all or any part of the Property is sold or transferred and Borrower is not a natural person in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), Lender's prior written consent, however, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security instrument.

18. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security instrument.

19. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or the Note which can be given effect without the conflicting provision, to the extent of the provisions of this Security instrument or the Note are declared to be severable.

20. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivery in writing to the first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in writing to the first class mail unless applicable law requires use of another method. When given as provided in this paragraph,

21. **Lawsuit; Affirming.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

22. **Waiver of Jury Trial; Remedies.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interests of the holders of the security collected in accordance with the Note are declared to be severable.

23. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

24. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

25. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

26. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

27. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

28. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

29. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

30. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

31. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

32. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

33. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

34. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

35. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

36. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

37. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

38. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

39. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

40. **Waiver of Statute of Limitations.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

41. **Waiver of Statute of Limitations.** If the Note or this Security instrument is breached by Lender, any remedy provided for in this Security instrument shall be deemed to have been given to Borrower or Lender, when given as provided in this paragraph 17.

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PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25th day of April, 1988, 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

HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

11137 EATON COURT WESTCHESTER, ILLINOIS 60153

[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
LOT 216 IN WESTCHESTER PLACE PHASE #3
(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.

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 one-twelfth 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.

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 or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall 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 Lender 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 or 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 provision is for the express benefit of Lender;

(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.

X *James G. Wesley* (Seal)
JAMES G. WESLEY
-Borrower

(Seal)
-Borrower

X *Danthia Wesley* (Seal)
EVANTHIA WESLEY, HIS WIFE
-Borrower

(Seal)
-Borrower

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Property of Cook County Clerk's Office

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