THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 5900 W. CERMAK CICERO, IL 60650

#### 89617956

IScace Above This Line For Recording Ostal

#### MORTGAGE

47.00

DECEMBER 22ND THIS MORTCAGE ("Security Instrument") is given on . 19.89. The mortgagor is . HEDDA. L. SCHULTZ, A NEVER MARRIED WOMAN and EMMA SCHUETZ, WIDOWED AND .NOT . SINC' REMARRIED..... ..... ("Borrower"). This Security Instrument is given to ..... ..... ("Borrower"). This Security Instrument is given to ..... торого дей Ден Association ..... which is organized and existing under the laws of .... UNLTED .STATES. OF. AMERICA....., and whose address is ....... .5900. W.. CERMAK, . L LUERO, . IL .60650..... . . . . . . ("Lender"). Borrower owes Lender the principal sum of . SEVENTY, THREE .THOUSAND, AND .NO/199...... ...... Dollars (U.S. \$ .....73.000...QQ). 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, 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  $\varepsilon ll$  other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (2) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this primose, Borrower does hereby mortgage, grant and convey to Lender 

DOK COUNTY, ILLINOIS

1992 555 28 PM 12: 36

89(17956

P.I.N. 27304000080000 which has the address of ...17215 LAKEBROOK (Street) Illinois .... 69462..... ("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.

Form 3014

(ZIP Code)

## **UNOFFICIAL COPY**

EEE 40 S)

BOX 333-CC

CICERO' IT 60650 2000 M. CERMAK MIDAMERICA FEDERAL SAVINGS BANK WHEN RECORDED RETURN TO:

	(Space Below This Line Reserved For Lender and Recorder)
	My Commission Expires 8/8/82
	KATHLEEN M. PICARD  KATHLEEN M. PICARD
	signed and delivered the said instrument as the ire and valuntary act, for the uses and purposes therein set forth.  Given under my hand and official seal, this day of the ire and valuntary act, for the uses diven under my hand and official seal, this day of the ire is a first of the uses.
	personally known to me to be the same person(s) whose name(s)
TON	STATE OF ILLINOIS  1. A Notary Public in and for said county and state, do hereby certify that . HEDDA. L. SCHULTZ, A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . L. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . L. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . L. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . L. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . L. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . C. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . WIDOWED. AND . C. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . MIDOWED. AND . C. SCHULTZ, . A. MENER. MARRIED. WOMAN. and . FM. A. SCHUETZ, . MIDOWED. AND . C. SCHULTZ, . A. MENER. MARRIED. WOMAN A. MORAN A. MORAN A. MORAN A. M.
	(Seal)
	(las2)
	EMMA SCHUETZ -Borrower
	Instrument and in any rider(s) exact ted by Borrower and recorded with it.  HEDDA L SCHULTZ  Borrower  Borrower
	BY SIGNING BELC'11 Bo. rover accepts and agrees to the terms and covenants contained in this Security
956219	Instrument. [Chect. ar plicable box(cs)]  Adjustable Rat 3 Rider  Condominium Rider  Creduated Pryment Rider
	23, R do re 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 such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
96	Instrument without charge to Borrower. Borrower shall pay any recordation costs.  22. Weiger of Homestead. Borrower waives all right of homestead exemption in the Property.
<b>3</b> 0	21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
	20, Leader in Seasonable accoleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
	uniess 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 curred; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred 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, 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.
	19. 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 paragraphs 13 and 17

NON-UNIFORM COVENANTS. Borrower and Lender further 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 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.

10. Borrowei 36: 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 rot perate 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 arror lization 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.

11. Successors and Assigns Lovas, 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 gree nents shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: ( is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the Jerms 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.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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 eruces 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 Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

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 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 Inst unjent and the

Note are declared to be severable.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 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 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.

requesting payment.

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

Lender may take action under this paragraph 7. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. fee title shall not merge unless Lender agrees to the merger in writing. Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leagehold.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower admires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, and the Property of the

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 insurance policies and proceds resulting postpone the due date of the monthly payments referred to in paragraphs I 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

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

carrier and Lender. Lender may make proof of loss if not made promptly by Eorrower. all receipts of paid premiums and renewal notices. In the event of loss, Bor owe, shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lend (rand shall include a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrows; subject to Lender's approval which shall not be

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term 'ext inded coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or age or more of the actions set forth above within 10 days the Property is subject to a lien which may attain policity over this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of 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 the prayenty, or (c) secures from the holder of the lien an agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. 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 no nakes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain (1) ority over this Security Instrument, and leasehold payments or ground rents, if any,

Note; third, to amounts pay, ble under paragraph 2, fourth, to interest due; and last, to principal due. paragraphs I and 2 shalf we applied: first, to late charges due under the Mote; second, to prepayment charges due under the

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 cocal's against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under against the suments. 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 Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow 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 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. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the 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 duc UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# PUNDFURIGE PROPRIDER :

THIS PLANNED UNIT DEVELOPMENT RIDER is made this
of the same date and covering the Property described in the Security Instrument and located at: 17215 LAKEBROOK, ORLAND PARK, IL 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
BROOK HILLS TOWNHOMES [Name of Planned Unit Development]
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning o managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.
PUD C. VENANTS. 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 Constituen 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
B. Hazard Insurance, so long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy 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 provisio 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 a velapse 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 ections 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 dama for, 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 at d shell 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 Under 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 condem a tion 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 or 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.
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.

Hodda & Schult (Seal)
HEDDA L SCHULTZ

EMMA SCHUETZ

(Seal)
EMMA SCHUETZ

### **UNOFFICIAL COPY**

THAT PART OF LOT 8 IN BROOK HILLS P.U.D. TOWNHOMES PHASE ONE, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST MOST CORNER OF SAID LOT 8; THENCE SOUTH 17 DEGREES 17 MINUTES 03 SECONDS WEST ALONG AN EASTERLY LINE OF LOT 8 A DISTANCE OF 25.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 42 MINUTES 57 SECONDS WEST 75.00 FEET TO A WESTERLY LINE OF SAID LOT 8; THENCE SOUTH 17 DEGREES 17 MINUTES 03 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID LOT 8 A DISTANCE OF 24.00 FEET; THENCE SOUTH 72 DEGREES 42 MINUTES 57 SECONDS EAST 81.69 FEET TO AN EASTERLY LINE OF SAID LOT 8; THENCE NORTH 17 DEGREES 17 MINUTES 03 SECONDS EAST ALONG SAID EASTERLY LINE 1.28 FEET TO A NORTHERLY LINE OF SAID LOT; THENCE NORTH 72 DEGREES 42 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 8 A DISTANCE OF 6.19 FEET TO AN EASTERLY LINE OF SAID LOT 8; THENCE NORTH 17 DEGREES 17 MINUTES 05 C2CONDS EAST ALONG SAID EASTERLY LINE 22.72 FEET TO THE POINT OF BECIANING, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR 1'GRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET ORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOK HILLS TOWNHOMES RECURDED OCTOBER 18, 1989 AS DOCUMEN' NUMBER 89492484 AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 7565 TO RECORD 2 - 28.

DOCUMENT NUMBER 8961 = 15.5. PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FUR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS OVER LOTS A AND B AND OVER, UPON AND THROUGH LOT 8 EXCEPT FOR THAT PORTION OF SAID LOT ON WHICH THE BUILDING IS LOCATED, AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 89491483 AND CREATED BY THE DEED REFERRED OHNA CIENTS OFFICE TO IN PARCEL 2 ABOVE.

\*N/K/A MID AMERICA FEDERAL SAVINGS BANK