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COOK COUNTY, ILLINOIS

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20,
1989. The mortgagor is THOMAS J. BENSON AND KAREN S. BENSON, HIS WIFE.
("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of THE UNITED STATES OF AMERICA, and whose address is Monroe & Clark Street, Chicago, Illinois 60603. ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. \$ 150,000.00). 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 04/01/2019. 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 COOK, County, Illinois:

LOT 37 IN THE HARVEST HEIGHTS OF MOUNT PROSPECT, BEING A SUBDIVISION OF PART OF
THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING THE PLAT THEREOF RECORDED AS DOCUMENT 88147393 IN
COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NUMBER 09-35-300-009
09-35-301-001

MT. PROSPECT
(City)

which has the address of 305 NEIL AVE. MT. PROSPECT
(Street) (City)

Illinois **60056** ("Property Address");
(Zip Code)

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 seized 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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UNIFORM COVENANTS. Borrower and Lender will set out an agreement as follows:

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. 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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18. Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have application 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; or (b) entry of a judgment enjoining this Security Instrument. Security law before power of sale contained in this instrument terminates. Those conditions are that Borrower: (a) pays 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 co-conspirators of agreements; (c) pays all expenses incurred in enforcing this Security Instrument; and (d) takes such action as Lender may reasonably require to pay the sum sums secured by this Security Instrument shall continue unchanged. Upon reconsolidation to pay the sum sums secured hereby shall remain fully effective as if no acceleration had occurred, this Security Instrument and the obligations executed hereby shall remain fully effective in the case of acceleration under paragraphs 13 or 17.

This Security instrument, if BorroPower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this notice without further notice or demand on Borrower.

Section 6 of this section, however, this option shall not be exercised if exercise is promoted by federal law or if the exercise of this option shall give the holder the right to exercise its security interest in this instrument.

interests in it is sold or transferred (or if a beneficial interest in Borowers is sold or transferred and Borower is not a natural person) without Sender's prior written consent. Sender shall have the right to require immediate payment in full of all sums

Note are declared to be severable.

13. 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 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 can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by delivery in or by mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice given by mail to Lender's address shall be deemed received when deposited in the mail. Any notice given by telephone shall be deemed received when given to Lender. Any notice given by facsimile shall be deemed received when sent via facsimile machine to Lender's address indicated on the notice. Any notice given by electronic mail to Lender shall be deemed received when sent via electronic mail to Lender's address indicated on the notice.

13. Legalisation Affection Render Rights. If enactment of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary to its terms, Lender, at its option, may negotiate immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19, if Lender exercises his option. Lender shall take the steps specified in the second paragraph of

of paragraph 17, Borrower's co-signants will agreeements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey title to property used; (b) is not personally obligated to pay the amounts secured by this Security Instrument; (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument; (d) is not personally liable for the terms of this Security Instrument or the Note without Borrower's consent.

11. **Successors and Assignees; Powers; 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 contained in the first paragraph of Article 1.

payment of otherwise payable installments of the sums secured by the security instrument by reason of any demand made by the original holder or successor in interest. Any holder in due course of title to such notes, instruments or securities shall have all the rights and powers of a holder of the original note, instrument or security.

Chances are good that you will encounter some of the more monthly payables referred to in previous chapters. Any application of procedures to principal should not extend past the due date of the monthly payment in writing.

to the funds received by this Security Instrument, whether or not the due date under or applicable to the proceeds, either to restoration or repair of the property or

If the property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to paid to Borrower:

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums received by the holder of the notes before the date of the first payment of principal and interest, divided by the market value of the proceeds multiplied by (b) the total amount of the sums received by the holder of the notes before the date of the first payment of principal and interest.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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, the proceeds shall be applied to the sums accrued by this Security instrument.

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby

Insurance companies in accordance with Borrower's and Lender's written Agreement of Protection shall give Borrower notice of his agent may make representations upon which Lender can base his decision to make loans.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Interest, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the

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Book No. 87-120374

ADJUSTABLE RATE RIDER

(ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 20TH day of FEBRUARY, 19 89, 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 Adjustable Rate Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

305 NEIL AVE., MT. PROSPECT, IL 60056

PROPERTY ADDRESS

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7½% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the first day of APRIL, 19 90, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The "Index" is the National Monthly Median Cost of Funds Ratios to FSLIC Insured Institutions, as made available by the Federal Home Loan Bank Board.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage points (2.500%) to the Current Index. The Note Holder will also round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than 2.0 percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4 (F) below will:

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed 13.750 percent per annum.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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THOMAS J. BENSON / **KAREN S. BENSON**
[Seal] [Seal]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

2.2. STAFF ATTORNEYS' FEES. The term "attorneys' fees" shall include reasonable fees charged by the lawyer for the services of attorneys on its staff.

applicable state law.

have the right to charge an assumption fee of the greater of \$400.00 or ONE PERCENT (1%) of the then outstanding principal or unpaid sum under this note; (c) in any fund or investment plan established

22. **RELIABLE PAYMENT**, whomsoever shall make payment to the Lender or the Indebtedness secured hereby, pursuant to the terms hereof and
shall be released upon payment to the Lender of the Indebtedness secured hereby, pursuant to the terms hereof and
the payment of its reasonable release fee.

due and payable on such insurance policy, and add the amount so advanced to payment of premiums as additional debt secured hereby, with interest at the same rate.

24. ADDITIONAL INSURANCE. In the event that any, either or all of the underinsured Borrowers shall elect to secure the or deductible insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance, policies, and further agree that the Lender may deduct any premium

B. ADDITIONAL NON-LIQUIDIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

(ii) **Refund of the Premium**
Beginning with the first monthly payment after the Final Change Date, I will pay the Full Payment as my monthly

begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to carry my then unpaid principal in full on the maturity date of my current interest rate in subsequent equal payments.

Any unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount originally borrowed. My unpaid principal could exceed this maximum amount if I pay a limited

Section 4(c) above, my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by

the monthly payment due would be sufficient to repay the unpaid principal owing in full on the maturity date in accordance with the terms of the promissory note.

Additions to My Library Portfolio

Tables Section 4(b) and 4(d) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a change due to the amount I have been paying membership by the number 1,022. This amount is called the "Limited Payment". If I choose a Limited Payment my monthly payment will never exceed the new rate.

PLANNED UNIT DEVELOPMENT RIDER

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20th day of FEBRUARY 19 89, 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 BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 205 NEIL AVE. MT. PROSPECT, IL. 60056 [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 HARVEST HEIGHTS HOMEOWNERS ASSOCIATION

(the "Declaration"). The Property is a part of a planned unit development known as THE HARVEST HEIGHTS OF MT. PROSPECT [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.

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 Thomas J. Benson (Seal)
THOMAS J. BENSON
Borrower

X Karen S. Benson (Seal)
KAREN S. BENSON
Borrower

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