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THIS INSTRUMENT WAS PREPARED BY: FIRST ILLINOIS MORTGAGE CORPORATION 1440 RENAISSANCE DRIVE PARK RIDGE ILLINOIS 60068 CINDY SKUPIEWSKI

COOK COUNTY, ILLINOIS 1989 KAR 37 PH 12:08

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 28, 19 89 The more agor is DONALD R. PAXSON AND LINDA A. PAXSON , HUSBAND AND WIFE

("Borrower"). This S :cu ity Instrument is given to FIRST ILLINOIS BANK OF EVANSTON, N.A. which is organized and existing under the laws of THE UNITED STATES 800 DAVIS STREET EVANSTUR ILLINOIS 60204

, and whose address is

("Lender").

Borrower owes Lender the principal sum of EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND 00/100

Dollars (U.S. \$ --- 87,800,00---). 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 This Security Instrument paid earlier, due and payable on APKJu 01ST, 2019 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 payanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cove lants 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 County, Illinois:

LOT 16-C IN THE COMMONS OF SURREY WOODS, BEING A SUBTINISION IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIS PRINCIPAL MERIDIAN, ACORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1986 AS DOCUMENT NUMBER 86-544-179, IN COOK COUNTY, ILLINOIS.

PI# 06-15-408-058

Illinois

453 ASCOT

STREAMWOOD

[City]

which has the address of

60107

[Street]

("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 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT.

Form 3014 12/83

6(IL) 188091

CMIG

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-739N NUMBER : PAXSON

UNOFFICIAL COPY

	MISSION ENDINE OF ILLINOIS	Wee In t	MICB
(foresty Public	77/014	VANTON &	
Dun Desse		~	My Commission expires:
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Seal) - Sorrower (Seal)	LINDA A. I		
NOSXAG.	DONALD R.		
(Seal)	Jana Jana		
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d covenants contained in this Security Instrument			BY SIGNING BELO: and in any rider(s) execute
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2-4 Family Rider	Condominium Rider		[Check applicable 20x(es)] Adjustable Rate
be incorporated into and shall amend and supple- rider(s) were a part of this Security Instrument.		sreements of this Sec	ment the cover ant s and ag
exemption in the Property.	one of more riders are exec	Arity instrument. If.	23, Rider to this Sec
	hall pay any recordation c	e. Borrower, Borrower,s	ment without charge to Be
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the receiver shall be applied first to payment of	nts collected by Lender or	se past due. Any re	the Property including the
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sent by judicial proceeding. Lender shall be entitled sgraph 19, including, but not limited to, reasonable	municide (his Security Instrum	demand and may for	Instrument without further
sure. If the default is not cured on or before the syment in full of all sums secured by this Security			
of the Property. The notice shall further inform it in the foreclosure proceeding the non-existence			
ver, by which the default must be cured; and (d) ce may result in acceleration of the sums secured	c date specified in the notle	ault on or before th	that failure to cure the def
o acceleration under paragraphs 13 and 17 unless it; (b) the action required to cure the default; (c)	shall specify; (a) the defau	herwise). The notice	applicable law provides of
tiot to acceletation tollowing Borrower's breach venant and agree as follows:	give notice to Borrower p	nedies. Lender shall	19. Acceleration; Rei
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UNIFORM COVENANTS. Borrower and Lender covenant and agree 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 endrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, winer 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. Utless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late changes 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; Llens. Borrower shall pay all these, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Securit. Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in the payment, and leasehold payments or ground rents, if any. 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 if ectly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priorly over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the limin a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal poor edings 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 my other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods the 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 Pourower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance corriginates to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or rectore 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.

Borrower shall pay the premiums required to maintain the figurance in effect until such time as the requirement for It Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

ed by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the usua secured imty, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduc-Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Proper-In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

balance shall be paid to Borrower, mediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any

of the Property or to the sums secured by this Security Instrument, whether or not then due. the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

payments. or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such

or remedy shall not lea waiver of or preclude the exercise of any right or remedy. made by the original Jorrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right payment or other its modify amortization of the sums secured by this Security Instrument by reason of any demand Lender shall net l'e required to commence proceedings against any successor in interest or refuse to extend time for of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. tion of amortization of the sums secured by this Security Mastrument granted by Lender to any successor in interest 10. Borrower Not Released; Forbearance By Lender Nor a Waiver. Extension of the time for payment or modifica-

rower may agree to extend, modify, it rhes; or make any accommodations with regard to the terms of this Security sonally obligated to pay the sums seen ed by this Security Instrument; and (c) agrees that Lender and any other Borgrant and convey that Borrower's it as set in the Property under the terms of this Security Instrument; (b) is not perthis Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, sions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provi-11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

owed under the Note or by making a direct payment to Bon ower. If a refund reduces principal, the reduction will ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal connection with the loan exceed the permitted limit; s. i.en; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; s. i.d. (b) any sums already collected from Borrower which exceed. charges, and that law is finally interpreted so .n.t the interest or other loan charges collected or to be collected in 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan Instrument or the Note without that Borrower's consent.

permitted by paragraph 19. If Lender exercises this option, Lender shan take steps specified in the second paragraph may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies ing any provision of the Note or this Security Instrument unentiar ea ile according to its terms, Lender, at its option, 13. Legislation Affecting Lender's Rights. If enactmentior, "piration of applicable laws has the effect of renderbe treated as a partial prepayment without any prepayment cherge under the Note.

be given by first class mail to Lender's address stated herein or any other address Let der designates by notice to Borto the Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender shall by mailing it by first class mail unless applicable law requires use of another m thod. The notice shall be directed 14. Notices. Any notice to Borrower provided for in this Security ment shall be given by delivering it or of paragraph 17.

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or 15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the when given as provided in this paragraph. rower. Any notice provided for in this Security Instrument shall be deemed to have be an given to Borrower or Lender

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. ment and the Note are declared to be severable. the Note which can be given effect without the conflicting provision. To this end the provisions of his Security Instruthe Note conflicts with applicable law, such conflict shall not affect other provisions of this Lecurity Instrument or

hibited by sederal law as of the date of this Security Instrument. sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is properson) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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 continue and the continue of security Italian fully effective as if no acceleration had occurred. However, this fight to reinstate shall so apply in the cast on a cell ration under paragraphs as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

, 19 89 , 28'TH day of THIS PLANNED UNIT DEVELOPMENT RIDER is made this 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

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

453 ASCOT STREAMWOOD IL 60107

[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 COMMONS OF SURREY WOODS

(the "Declaration"). The Property is a part of a planned unit development known as THE COMMONS OF SURREY WOODS

[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 COVENAN'S. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant ar a gree as follows:

- A. PUD Obligations Dorrower 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
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the I roperty which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the basards 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 Cov.nant 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 ; a able 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, anound, and extent of coverage to Lender.
- D. Candemnation. The proceeds of any award or claim for damages, direct of 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 , aid 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 und 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 entirent 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 Ovne's Association;
- (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.

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PILAND UNTI GHYALOPMED PRIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28TH day of MARCH . 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 FIRST ILLINOIS BANK OF EVANSTON, N.A.

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

(the "Lender")

453 ASCOT STREAMWOOD IL 60107

(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 COMMONS OF SURREY WOODS

(the "Declaration"). The Property is a part of a planned unit development known as THE COMMONS OF SURREY WOODS

(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 COVENA, TS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Porrower 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 cremes 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 nat ards 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 lapst in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceed, it lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds rayable 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 at 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 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 an inent 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.

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(the "Filter"). The Property above inclinded Horrowerls in the horneowners association or agul above earlily owing, or maintains the common areas and freduce of the POD (the "Owners Association") and the axes, and proceeds of

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PLUMONT GEVALPRIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28TH day of MARCH , 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 FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

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

453 ASCOT STREAMWOOD IL 60107

[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 COMMONS OF SURREY WOODS

(the "Declaration"). The Property is a part of a planned unit development known as THE COMMONS OF SURREY WOODS

[Name of Planned Unit Development]

(the "PUD"). Then operty also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the communiareas 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, so ower 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 pry, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Twivers 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 nexa ds Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Unitor r 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 Cove iani 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 it required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds it, her 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 n ay be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amoun', 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 Lommon 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 of the PUD, except for abandonment or termination of the Pub, except for abandonment or termination of the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emineral domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is fer an 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.

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