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VA Form 26-6310 (Home Loan)
Rev. August 1981 Use Optional
Section 1810, Title 38 U.S.C.
Acceptable to
Federal National Mortgage Association
Amended February, 1988

MORTGAGE

VA CASE # LH 594383
LENDER'S # 07-58-98708

ILLINOIS

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

The attached RIDER is made a part of this instrument.

THIS INDENTURE, made this

7TH

day of JULY

1989, between

RICHARD L. HUEMPFNER AND DENISE J. HUEMPFNER, HIS WIFE

89342378

Mortgagor, and

SEARS MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF OHIO
Mortgagee.

WITNESSETH, That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of EIGHTY-FOUR THOUSAND THREE HUNDRED AND 00/100----- Dollars (\$84,300.00-----) payable with interest at the rate of TEN-----per centum (---10.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in RIVERWOODS, ILLINOIS 60015, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of SEVEN HUNDRED THIRTY-NINE AND 79/100----- Dollars (\$739.79-----) beginning on the first day of SEPTEMBER, 1989 and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST, 2019

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

PARCEL 1: THE SOUTHWESTERLY 46.33 FEET OF THE SOUTHEASTERLY 59.50 FEET OF THE NORTHWESTERLY 119 FEET AND THE SOUTHEASTERLY 27 FEET OF THE NORTHWESTERLY 119 FEET (EXCEPT THE SOUTHWESTERLY 103.66 FEET THEREOF) ALL BEING OF LOTS 45 TO 61, INCLUSIVE, TAKEN AS A TRACT, IN BLOCK 8 IN DES PLAINES CENTER, A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN DOCUMENT NO. 16821185.

PIN #09-17-205-114

Property ADDRESS: 1444 Willow, Des Plaines, IL.

"SHOULD THE VETERANS ADMINISTRATION FOR ANY REASON FAIL OR REFUSE TO ISSUE THE LOAN GUARANTY CERTIFICATE IN ACCORDANCE WITH THE PROVISIONS THE SERVICEMAN'S RE-ADJUSTMENT ACT OF 1914, AS AMENDED, AND THE CERTIFICATE OF COMMITMENT ISSUED BY THE VETERANS ADMINISTRATION TO GUARANTEE THE LOAN SECURED BY THIS SECURITY INSTRUMENT WITHIN 60 DAYS OF THE DATE HEREOF AND OF THE SECURED NOTE, THE LENDER MAY AT ITS OPTION, DECLARE ALL SUMS SECURED BY THIS MORTGAGE IMMEDIATELY DUE AND PAYABLE."

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

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42027 + D * -89-342373
COOK COUNTY RECORDER

\$17.00 MAIL

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Property Of Cook County Clerk's Office

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(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid (hereafter divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

AND the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assess ment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modification, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to suffer any lien or mechanics man or material man to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgagor or on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

AND SAID MORTGAGOR covenants and agrees:

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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Agreement No. _____

Page No. _____

Date: _____

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the _____ of the County of _____, State of _____.

Witness my hand and the seal of the County of _____, State of _____, this _____ day of _____, 19____.

Notary Public for the State of _____, My Commission Expires _____.

My Office is located at _____, _____, _____.

I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the _____ of the County of _____, State of _____.

Witness my hand and the seal of the County of _____, State of _____, this _____ day of _____, 19____.

Notary Public for the State of _____, My Commission Expires _____.

My Office is located at _____, _____, _____.

Attest: _____, _____, _____.

I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the _____ of the County of _____, State of _____.

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Property of Cook County Clerk's Office

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party hereof by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitor of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

MORTGAGOR WILL CONTINUOUSLY maintain a hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policy and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or mortgagee, or other transferee of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or mortgagee, or other transferee of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises heretofore described. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

under said note. subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagee under said otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of computing the amount of such indebtedness, credited to the account of the Mortgagee or any credit balance remaining under note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in be given by mail. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagee. If, however, such insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or If the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed proper costs and expenses secured hereby.

indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the Mortgagee or will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the date thereof to cover the extra expense involved in handling delinquent due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the

III. amortization of the principal of the said note.

II. interest on the note secured hereby; and

I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;

stated:

(b) The aggregate of the amount payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

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CLERK OF COOK COUNTY

27684660

VERSION 1.3

STATE OF ILLINOIS

Mortgage

LIBERTYVILLE, IL 60048

SEARS MORTGAGE CORPORATION
850 SOUTH MILWAUKEE AVE

RECORD AND RETURN TO:

LIBERTYVILLE, IL 60048

LOAN SELLS

This instrument was prepared by:

STATE OF ILLINOIS
COUNTY OF COOK
I, CLINT JODY VOTUBA, a notary public, in and for the county and State aforesaid, do hereby certify that
DENISE J. HUENPFNER, his/her spouse, personally known to me to be the same person whose name is age 42, signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of July, 1989.

CLINT JODY VOTUBA, Notary Public, State of Illinois, My Commission Expires 5/31/93

Doc. No. Filed for Record in the Recorder's Office at

on the day of

AD 19 at

and duly recorded in Book

at

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COOK COUNTY

CLERK

OF

RECEIVED

THE STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this _____ day of _____, 19____.

CLERK OF COOK COUNTY

NOTARY PUBLIC

STATE OF ILLINOIS

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IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

RICHARD L. HUENPFNER
Mortgagor (Seal)

DENISE J. HUENPFNER
Mortgagor (Seal)

SMU 454 Multistate 2/88

C. **Indemnity Liability.** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instrument creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

B. **Processing Charge.** Upon application for approval to allow assumption of this loan, a processing fee of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which and subsequently revising the holder's ownership records when an approved transfer is completed. The amount may be charged by the loan holder or his authorized agent for determining the creditworthiness of the assumer section 1817A of Chapter 37, Title 38, United States Code applies.

A. **Runding Fee.** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or his authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).

In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree that this loan is immediately due and payable upon assumption ("transfer"), unless the acceptability of the Assumption of the loan is established pursuant to section 1817A of Chapter 37, Title 38, United States Code. In the event of a transfer of the property, then, the following covenants and agreements apply:

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

1444 WILLOW AVE., DES PLAINES, ILLINOIS 60016
(Property Address)

This Assumption Policy Rider is made this 27th day of JULY 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Mortgagee") and covering the property described in the Instrument and located at:

VA ASSUMPTION POLICY RIDER TO DEED OF TRUST/MORTGAGE

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**Veterans Affairs Rider
To Deed of Trust/Mortgage**

This Rider is made this 7TH day of JULY 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor")

SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION

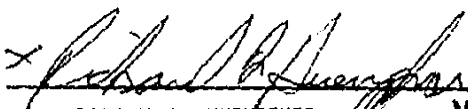
and covering the property described in the Instrument and located at:

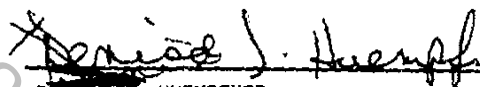
1444 WILLOW AVE., DES PLAINES, ILLINOIS 60016

(Property Address)

"the title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appears in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100-527, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.


RICHARD L. HUEMPFNER (Seal)
Mortgagor


DENISE J. HUEMPFNER (Seal)
Mortgagor

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PLANNED UNIT DEVELOPMENT RIDER

LENDER'S #: 07-58-98708

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7TH day of JULY, 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 SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1444 WILLOW AVE., DES PLAINES, IL 60016

[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 TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED IN DOCUMENT 16821185 AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.

(the "Declaration"). The Property is a part of a planned unit development known as 1444 WILLOW AVE., DES PLAINES, ILLINOIS 60016

[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 to 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 of 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 taking by condemnation or eminent domain;

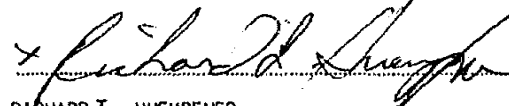
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

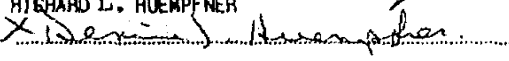
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(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.

 (Seal)
-Borrower

RICHARD L. HUEMPFNER
 (Seal)
-Borrower

DENISE J. HUEMPFNER

(Seal)
-Borrower

(Seal)
-Borrower

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of April, 1964.

CLERK OF THE COUNTY OF COOK, ILLINOIS

WITNESSES my hand and the seal of the County of Cook, Illinois, this 1st day of April, 1964.

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