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COOK COUNTY, ILLINOIS FILED FOR RECORD

1990 MAY 30 PM 1: 27

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DOX 000 00	
The Prudential Home Mortgage Company, Inc.	
INSTRUMENT PREPARED BY	
100 South Fifth Street MORTGAGE	
Minneapolis MN 55402	
THIS MORTGAGE ("Security Instrument") is given on	MAY 15,
990 The mortgagor is FRANK J. DISTEFANO AND MARIE A. DISTEFANO, HUSBAND	***************************************
MARIE A. DISTEFANO, HUSBAND	AND WIFE,
««««««««««««««««««««««««««««««««««««««	(11111),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
maaaanin aa maanaanin aa maanaanin ahaanaanin ahaanaanin ahaanaanin ahaanaanin ahaanaanin ahaanaanin ahaanaani	
**************************************	***************************************
THE PRUDENTIAL FOME MORTGAGE COMPANY, INC.	nstrument is given to
THE PRUDENTIAL FOME MORTGAGE COMPANY, INC. under the laws of THE STATE OF NEW JERSEY and whose 8000 MARYLAND ALENUE, SUITE 1400, CLAYTON, 1	oddenes is
8000 MARYLAND AVENUE, SUITE 1400, CLAYTON, I	MISSOURI 63105 (*) anda-")
Borrower owes Lender the principa sum of TWO HUNDRED TWENTY-1	EIGHT THOUSAND AND
NUZIUU	<i>r</i>
Dollars (U.S. \$ 228,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for a paid earlier, due and payable on JUNE 01, 2020	nonthly payments, with the full debt, if not
paid earlier, due and payable on JUNE 01, 2020	
secures to Lender: (a) the repayment of the uer, e-idenced 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 Bo rower's covenants and agree	coments under this Security Instrument and
the Note. For this purpose, Borrower does hereby mo tgage, grant and convey	
located in	County, Illinois
9 /	
4	A PART HEREOF.
SEE SCHEDULE A ATTACHED HERETO AND MADE A	A PART HEREOF.
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10Ta - 27-08- 211-013	<u> </u>
ptn. 27-08-211-013.	Ux. d
THIS IS A REFINANCE	er er
THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT S	SERVICE CHARGE NOT TO
EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00)	FOR EACH PAYMENT MORE
THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE	E EXTRA EXPENSE INVOLVED
IN HANDLING DELINQUENT PAYMENTS.	
•	
which has the address of	ORLAND PARK
(Streat)	(City)
Illinois 60462 ("Property Address");	· ••
(Zip Code)	
TOGETHER WITH all the improvements now or hereafter erected or	n 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 cov-	ered by this Security Instrument. All of the

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.

BORROWER COVENANTS that Borrower is lawfully selsed 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.

foregoing is referred to in this Security Instrument as the "Property."

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UNIFORM COVENANTS. Borrower and Lender covenant and 2 recease to those 7

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 piedged 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 cotion, 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 regiments. 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 payrible 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 prior to over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations withe manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person of eac 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 is, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation served 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 plan of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lier 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's notice identifying the lien. Borrower shall satisfy the lien or in 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 mall 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, Borrowe, spail give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrowe.

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 has rance 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 time 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 etherwise 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 tien 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property Immediately before the taking. Any balance shall be paid to Borrower.

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

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

postpone the dor, date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of apportization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowe, shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be growined to commence proceedings against any successor in Interest or refuse to extend time for payment or otherwise ne life amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Jorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or proclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactively or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument, unoul republic according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 14. Notices. mailing it by first class mail unless applicable law requires use of another my ded. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrover or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Lederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of thir Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Secretic Instrument and the

Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which florrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to reasonable attorneys' fees and costs of title evidence.

20. Lender in Possersian. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any record of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to entry roon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds

and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

My Commission Expires 11/24/91

21. Release. Upon payment of what his secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay may recordation costs.

22. Waiver of Homestead. Borrower wai es all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))			The second secon	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Adjustable Rate Rider	C ndc mir	nium Rider	2 - 4 Family R	ider .
Graduated Payment Rider	X Planted U	Jnit Development Rider		
X Other(s) (specify) Occupano	cy Rider	DX		J.
BY SIGNING BELOW, Borrower accepts any rider(s) executed by Borrower and recorded		ns and covenants contained	d in this Security Instrument	and in
	(Senl)	FRANK J. DIS	Di Stefano "	(Seal) Sorrower
	(Scal) -Borrower	MARIE A. DIS		(Scal) Borrower
	(Seal)			(Seal)
STATE OF JLLINOIS	lost	County ss:		
The Undersigned.		" /	for said county and state,	•
do hereby certify that . How	U	o. and. M.	/ L t	
		erson (s) whose name (s		
subscribed to the foregoing instrument, appeared	before me this day	in person, and acknowle	iged that	
signed and delivered the said instrument as	Media [ree a	nd voluntary act, for the	uses and purposes therein	
set forth. Given under my hand and official seal, thi	is .1576 day	May 19 9	0	
My Commission expires: /F_) y-9/	Rabe	cta L. C	late.	
"OFFICIAL SEAL" Roberta L. Blake Notary Public, State of Illinois		Nisary Public		

Property of Cook County Clerk's Office

PARCEL 1: PARCEL 347 IN CRYSTAL TREE 3RD ADDITION, BEING A SUBDIVISION OF PARTS OF LOTS 103, 105 AND 213 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PARCEL 2:

PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121862 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED OCTOBER 2, 1989 AND RECORDED NOVEMBER 8, 1989 AS DOCUMENT NUMBER 89532918 IN COOK COUNTY, ILLINOIS

89532918 IN COOK COUNTY, ILLINOIS
PARCEL 3:
PRIVATE FOADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1
OVER LOT 475 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION
RECORDED MAPCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED
APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED
OCTOBER 2, 1989 AND RECORDED NOVEMBER 8, 1989 AS DOCUMENT NUMBER
89523918 IN COCK COUNTY, ILLINOIS. DL ND R. COUNTY COUNTY CLERK'S OFFICE

(END)

UNDEFICI SEVER SERVICER

THE PRUDENTIAL HOME MORTGAGE COMPANY, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 14530 LAKE RIDGE ROAD, ORLAND PARK, IL 60462 (Property Address) The Property Includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in:				
14530 LAKE RIDGE ROAD, ORLAND PARK, IL 60462 (Property Address) The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and				
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in:				
(the "Declaration"). The Property is a part of a planned unit development known as				
(Name of Planned Unit Development)				
(the "PUD"). The Property also includes Borrower's interest in the homeowners associations 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 (h): (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 in 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 igairst the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:				
(i) Lender waives the provision in Un for m Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance or in a 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 movided by the Owners Association policy.				
Borrower shall give Lender prompt notice of any larse in required hazard. Insurance coverage provided by the master or blanket policy.				
In the event of a distribution of hazard insurance procedur in tieu of restoration or repair following a loss to the Property or to common areas, and facilities of the PUD, any proceeds or yoble 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 Conder's prior written consent, either partition or subdivide the Property or consent to:				
(i) The abandonment or termination of the PIJD, except for abandonment or termination, equired by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation (if en inent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is not the express benefit of				
Lender; (iii) termination of professional management and assumption of self-management of the Own is Association; or (iv) any action which would have the effect of rendering the public liability insurance corerige 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 the PUD Rider.				
7 100.44				
FRANK J. DISTEFANO -Borrower MARIE A. DISTEFANO -Borrower				
(Seal)(Seal)(Seal) -Borrower				
(Seal) (Seal) -Borrower -Borrower				

THIS OCCUPANCY RIDER is made 15 MAY, 1990, and is incorporated into and amends and supplements 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

THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

PROPERTY ADDRESS:

14530 LAKE RIDGE ROAD

ORLAND PARK, IL 60462

OCCUPANCY AGREEMENTS

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

- 1. Borrower a knowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary residence. Lender makes non-primary residence loans on different terms.
- 2. The Borrower desires Lender to make this loan to Borrower.
- 3. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary residence and that Borrower will so occupy this property as its sole primary residence within sixty (60) days after the date of the Security Instrument.
- 4. If Borrower breaches this promise to occupy the property as Borrower's primary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument:
 - A. Power of Sale;
 - B. Decrease the term of the loan and adjust the monthly payments under the Note accordingly;
 - C, increase the interest rate and adjust the monthly payments under the Note accordingly;
 - D. Require that the principal balance be reduced to 30% of the lesser of the original purchase price or the appraised value.

CONFLICTING PROVISIONS

Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of this Rider will control.

TERMINATION OF AGREEMENT

The provisions of this Rider shall terminate and end upon the sale and prochase of the Note secured by this property to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If the Security Instrument is assigned to another lender, this Rider may, at the optical of the assignee, be terminated.

IN WITNESS WHEREOF, Borrower has executed this Occupancy Rider.

		Frak J. P. Other
Borrower		FRANK J. DISTEFANT
		More a villelano
Borrowar		MARIE A. DISTEFANO
STATE OF Ullinois)	
COUNTY OF COOK.) ss.)	
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I, the undersigned Notary Public in and for the aforesaid State and County do hereby certify that Frank J. Distefano and Marie A. Distefano, Borrowers, personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 15th day of May 19 90.

Roberto L. Billingia

Roberta L. Diese Notary Public: State of Phinons Notary Public: State of Phinons My Commission Expires 11/24/91

uta J. Blake

My commission expirés:

90250047