AFTER RECORDING RETURN TO:

ICM MORTGAGE CORPORATION 2500 W. HIGGINS ROAD, SUITE 750 HOFFMAN ESTATES, IL 60195

91134900

ATTN:

Recording Date1 (Soac

ICM # 20-09727-7

MÖRTGAGE

91-134900

("Borrower"). This Security Instrument is given to

THIS MORTGAGE ("Security Instrument") is given on March . The mortgagor is SUZANNE M. BILOTTI, A WIDOW

15

ICM MORTGAGE CORPORATION

under the laws of State of Delaware , and whose address is

6061 SOUTH WILLOW DRIVE, SUITE #300, ENGLEWOOD, COLORADO 80111

("Lender").

Borrower owes Lender the principal sum of

Sixty One Thousand Six Hundred and no/100 -61,600.00

). This debt is evidenced by Borrower's note

, which is organized and existing

Dollars (U.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid

. This Security Instrument

earlier, due and payable on Apell . 2021 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, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby (nor jage, grant and convey to Lender the following described property located COOK County, Illinois:

PARCEL 1: LOT 162 IN WESTCHESTER PLACE PHASE TWO, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 29, TOWNS IP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE WESTCHESTER

PLACE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JUNE 7, 1984 AS DOCUMENT NUMBER 2711993 AND AS AMENDED BY DOCUMENT NUMBER 27189996 FOR INGRESS AND EGRESS OVER LOTS 184 TO 186, BOTH INCLUSIVE, IN WESTCHESTER PLACE PHASE 2, IN COOK COUNTY, ILLINOIS.

15-29-320-015

SECT-01 RECORDING TH/77" TRAN 9548 03/26/91 15:49:00 #4763 # 6 #-91-134900

COOK JOUNTY RECORDER

which has the address of

2852 ASHTON COURT

WESTCHESTIR

[City]

ILLINOIS

60154

(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

ICM Form 2041A

Form 3014 12/83

91134900

Property of Cook County Clerk's Office

OCHILE

UNIFORM COVENANTS. Binover and conditions and interest; Propayment 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 date and reasonable estimates of luture 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 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. A charge assessed by Lender in connection with Borrower's entering into this Security instrument to pay the cost of an Independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 date of the escriptions, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's opinion wither 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 he deficiency in one or more payments as required by Lender.

Upon payment in vi. of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under prograph 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 acquired by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: Ibet, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under pe assuph 2; fourth, to interest due; and last, to principal due.
- 4. Charges; Liens. Borrower chall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Sicurity Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Burrower shall promptly lumish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priorit, over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lie i in it manner acceptable to Lender; (b) contasts in good faith the lien by, or defends against enforcement of the lien in larger proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more or the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or herselfer 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 particular that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's reproval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a star dard 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 lessoned, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds whall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower if Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restorable 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; Lesseholds. Sorrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold, 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 talls 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

Property of Cook County Clerk's Office

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.

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 lifeu 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 Iraction: (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 Liaim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is autitorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by inin-Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower No. Pleiessed; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Sorrower shall not operate by release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any orbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Eound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) in co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms (if 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 accompositions with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this Securly Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or office found charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge that it is reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Forrower 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 too as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or explication of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the accord paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be cirected to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by list class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security 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 Security 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expense incurred in enforcing this Security Instrument,

Property of Coof County Clark's Office

KW FORM 2041D

44	t the g	manana			PEFMAN ESTATES, ILLINOIS 60195	<b>5</b> H
<u>.</u>	5.011/01.5	Motary Public, State My Commission Express			(aseabbA)	
4	• • •	יייי אייי איי איי איי איי			00 W. HIGGINS ROAD, SUITE 750	52
4	0.15.5 1.5.5	es igioingo	فسيبيت		(amaV)	r=+1
•					MONTAROR CORPORATION	
	$\cap$				is instrument was prepared by:	41
	IIIY Public	NON				
	My Could	-CCT				
	. 18 er .	rionaM	qe) ot	1814	Given under my hand and official soal, this commission expires:	•
	uje se sound pue sesn equ	e and voluntary act, for	<b>●</b> 科 ;	HEH	as ineministration the said instrument as the forth.	
	ine person(s) whose name(s)			d belore	beadbed to the foregoing instrument, appeare	ns
	<b>'</b> O.		VOOIW A ,ITT	אי פורה	Hereby certify their	DD.
	in an it seld county and state,			• ·	hengiziehnu edt ,	•
		:es Ajuno	ديدود	n <b>~</b>	ATE OF ILLINOIB,	LS
		<b>X</b>	Mageo	<i>\(\frac{1}{2}\)</i>		
	(lee2) Newomod-		<del></del>			
	muning.	$O_{\mathcal{K}}$				
	(lee8) reworno8-		<del></del>			
	ъ <b>моло</b> В-	C				
	(lee8)	0	<del></del>			
	темотной-	TTOJIB M. BILOTTI	100°			
	(1008)	Mount (C	7-7->			
	. 0	¥		i diw bot	eny ider(e) executed by Borrower and record	Uţ
	his Security Instrument and	ni benistnoo stnankyloo	bns ennet edt o	recipa b	BY SIGNING BELOW, Borrower accepts and	
			4,	,	(Vitosqs) (s) squip [	
		nebili litem	ned Unit Develop	uruj 🔀]	Graduated Payment Rider	
	S-4 Family Rider		₩biR muinimob	w5 🗀	rebiR stable Rate Hiller	
	TUBURITEUR AUROPE BUT TO 1	i tue udel(e) wele e beu	i se maniment (s	uis secuu	pleck applicable box(ss)]	
				_	this Security instrument, the coveryout	
	orrower and recorded together	ders are executed by B	If one or more i	.inemi	23. Alders to this Security instru	
	vhedgis	i edt al acitamese beete			ithout oherge to Borrower. Borroyer shell pay	M
	inemunismi yihuseS sidi esselet i		d by this Security	esuces en	21. Helesse. Upon Asyment of all sun	
	STANCE OF THE STANCE IN STREET		_		anagement of the Property and collection to the	
					cinding those past due Any rents collected	
		anaa ay ayn fyraday y ay	20.40002 041 22 2			
			l egenam bna lo	noisseas	ceiver) shall be millipled to enter upon, take po	ni Ni
	aut or by judicially appointed	ender (in person, by sg.	i ,elas laicibu) gn I eganam bna lo	iwolio) noi noissassa	to the extralon of any period of redemptication, take po	ni Ni
	ent or by judicially appointed	o 19 or abandonment o ender (in person, by sg	n under perægrap ng judicial sale, L of and manage I	ntereieratic iwoliot noi noissesso	ceiver) shall be millipled to enter upon, take po	iq ta
	emedies provided in this costs of title evidence. It he property and at any time and or by judicially appointed	r pursuing the r ttorneys' fees and the 18 or sbandonment o ander (in person, by sgi	ses incurred ressonable s or under peregrap ng judicial sale, L of and manege f	to a specification of the color	ender shall be entitled to collect a saragraph 19, including but not limi 20. Lender in Possession. Upon it to the saragraph of redemption to the extra on of any period of redemption to the military period of redemption to the possession.	
•5	ment by judicial proceedir emedies provided in this costs of title evidence. If the Property and at any time ent or by judicially appointed	nis Security instrui i in pursuing the r ttorneys' fees and the seandonment o ender (in parson, by sgi	to each parofive to the control of t	acribas lied to, los besi coscietation los collowi cos casasion	atrument without further demand enders a sender sender sender sender to collect searcarehild to collect sender 19, including but not fimition. Co. Lender in Possession. Upon to it is the procession of redemption to the extra on of any period of redemption to the collection.	ni q q
	date apecified in the noticured by this Security ment by judicial proceedir costs of title evidence. In the Property and at any time and or by judicially appointed any or by judicially appointed any or by judicially appointed	on or before the full of all sums so his Security Instruc- in pursuing the r ttorneys' fees and the or sbandonment of ender (in parson, by sgi	i la not curect y payment in y foreclose ti nesconactrect on under paragrap ng judicial sale, to ng land managa ti	stalbam an bna am bna ieqxa !!. iot baji iot baicona ion followin	cceleration and foreclosure. If the ender at its option may require imparted to the control attention of the control attention of collect a sarding but not limical so. Lender in Possession. Upon for it in the wifield of redemption to the extra on of any period of redemption to the extra on of any period of redemption to the extra on of any period of redemption to the extra on of any period of redemptions.	
<b>'e</b> ¢	defense of Borrower to dete epecified in the noting cured by this Security ment by judicisi proceedir costs of title evidence. In the Property and at any time ent or by judicisily appointed ent or by judicisily appointed	fault or any other the fon or before the full of all sums so his follows the result of the result of the content of the full of the content of the conten	le not cured ils not cured y foreclose ti y foreclose ti nessonation not under peregrap not under peregrap not under peregrap not under peregrap	elxe-no defeult an bas expelli expelli josed to, secolestic ioliolioni missessectical	r the foreclosing proceeding the noceletation and foreclosure. If the ender at its option may require impartement without further demand artument without further demand ender ahalf be entitled to collect a saragraph 19, including but not limical to the option of the entitle o	
'ec	defense of Borrower to defense of Borrower to dete specified in the noti- cured by this Security ment by judicisi proceedir emedies provided in this costs of title evidence. If the Property and at any time ant or by judicially appointed	state after accelers fault or any other I on or before the full of all sums se his Security Instrut I in pursuing the r ttorneys' fees and the seadonment of ander (in parson, by ag-	ingist to reinstance of a de learne of a curect y foreclose the y foreclose the reasonactive on under paragrap ng judicial sale, to ng lond and reason to	ent to relation to the control of th	otice shall further inform Borrower fine forectosing proceeding the necessaries. If the ender at its option may require impartument without further demand satument without further demand satument without further demand satument without further or collect a ender in Possession. Upon for to the extension of any paried of redemption to the extension of any paried of redemption to the extension of any paried of redemption to the extension of any paried of redemptions.	
smi e f f	it in acceleration of the second and the property. The second defense of Borrower to defense of Borrower to cured by this Security ment by judicial proceeding ment by judicial proceeding costs of title evidence. In the Property and at any time only judicially appointed in this property and at any time only judicially appointed any time.	ne notice may results and the scelers state after accelers fault or any other to not before the third samples and a scentify in pursuing the rittorneys' fees and the rotal or abandonment of the conder (in parson, by aging the parson, by aging the conder (in parson) the co	pecified in the decided by judical to refine to a decided by the first property of the f	in date a forect; forect; of the on-exist on-exi	o cure the default on or before the secured by this Security instrument office shall further inform Borrower rine foreclosing proceeding the n celeration and foreclosure. If the ender at its option may require impartument without further demand natument without further demand ander shall be entitled to collect a ender in Possession. Upon for to the extension of any period of redemption to the entitle of the celeration of any period of redemptions and the entitle of the compitation of the entitle of the compitation of the entitle of the compitation of the entitle of the entitle of the celeration of the entitle of t	
enu e f f	be cured; and (d) that fail to acceleration of the second and so asset to asset of the right to asset defense of Borrower to cured by this Security ment by judicial proceeding ment by judicial proceeding costs of title evidence.  Costs of title evidence.  The Property and at any time costs of title evidence.	the default must result of the default may results in the steer secolors it is a steer secolors at the steer secolors of security in seconoment of its security in seconoment of its security in seconoment of its security in	pecified in the position of th	date a date a forect in forect in the constant	the date the notice is given to cure the default on or before the scured by this Security instrument otice shall further inform Borrower the foreclosing proceeding the n celeration and foreclosure. If the ender at its option may require impartument without further demand ander shall be entitled to collect ander shall be entitled to collect ander shall be entitled to collect ander in Possession. Upon for it in the extension of any period of redemption to the entitle of the first section of the entitle of the first section.	
emi e f f	ete, not less than 30 days ate, not less than 30 that fail in acceleration of the subdate of the Property. The classes of Borrower to dete specified in the notification of this Security ment by judicial proceeding ment by judicial proceeding ment by judicial proceeding costs of title evidence.	the default; (c) a different; (d) the default may result in the colors and co	ver, by which to cure for yer, by which pecified in the first force of a definition of the force of a force of the force o	n tequing to the series of the series of the constant of the c	pecify; (s) the default; (b) the acticy pecify; (c) the default on or before the scured by this Security instrument office shall further inform Borrower the foreclosing proceeding the national defection and foreclosure. If the ender at its option may require impartument without further demand ander shall be entitled to collect a ender shall be entitled to collect and to including but not timistic the same of the first including but not timist to the entitled but not timistic the entitled to collect a ender in Possession. Upon the entitle of the entitle of the first including but not timistic the entitle of the ent	
enu smr e e f	the tout not prior to the horizon and the collection of the fate and (d) that fail in acceleration of the selection of the selection of the selection of the selection and the right to asset to accelerate by this Security ment by judicisi proceeding ment by judicisi proceeding ment by judicisi proceeding the selection of the sel	decurity instrumes a solice taw provides of the default must result in the default must result in the default must result or any other fall of all sums sell or before the formal of all sums sell or before the full of all sums sell or pursuing the rittorneys' fees and in pursuing the rittorneys' fees and rittoreys' fees and rittorneys' fees and rittorneys' fees and rittorney	ement in this ement in this thick a policie of very become by judicie of a definition of a def	or agre to the troising of troising of the tro	the date the notice is given to cure the default on or before the scured by this Security instrument otice shall further inform Borrower the foreclosing proceeding the n celeration and foreclosure. If the ender at its option may require impartument without further demand ander shall be entitled to collect ander shall be entitled to collect ander shall be entitled to collect ander in Possession. Upon for it in the extension of any period of redemption to the entitle of the first section of the entitle of the first section.	

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

inducting, but not limited to, reasonable attomays' less; 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, this Security Instrument and the obligations secured. However, this right to reinstate 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.

HARLES THE STATE OF THE STATE OF THE STATE OF

CA BORN TO BE COLD OF

Aroberty of Cook County Clerk's Office

#### MUEDFURT DEVELOPMENTADER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of March .19 91 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 the Borrower's Note to

ICM MORTGAGE CORPORATION, a Delaware Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 2852 ASHTON COURT, WESTCHESTER, ILLINOIS 60154

[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

COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27119993, RELATING TO THE ANNEXATION OF ADDITIONAL PROPERTIES, THE CREATION OF WESTCHESTER PLACE HOMEOWNERS ASSOCIATION.

(the "Declaration"). The Property is a part of a planned unit development known as:

#### WESTCHESTER PLACE PHASE TWO

(Name of Planned Unit Development)

(the "PUD"). The promerty 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 agres at 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 creates the Owner's 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 20 the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Properly which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the haza ds Lender requires, including fire and hazards included within the term "extended coverage\*, then:
- (I) Lender waives the provision included in Covenant 2 for the monthly payment to Lender of one-twelfth (1/12th) of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenar t 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Dwners Association policy.

Borrower shall give Lender prompt notice of any lapse in lequired hazard insurance coverage provided by the master or blanket

In the event of a distribution of hazard insurance proceeds. In lies of restoration, or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Eoriovier 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, director consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas of the facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to cender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coverant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domein;
  - (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express omnefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; ~
- (IV) any action which would have the effect of rendering the public liability insurance coverage maintained Ly vie 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 term	s and provisions contained in this PUD Rider.
(Seal) Borrower	(Seel) Borrower

Property of Cook County Clerk's Office

94437 00