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TAX IDENTIFICATION NUMBER: 02-09-205-181

APRIL 9 1992

PROPERTY CLERK'S OFFICE

FHA Illinois Mortgage - 231

Illinois

60667

(Property Address)

which has the address of

1102 KNOWLWOOD DRIVE PALATINE

(Street, City)

SEE LEGAL RIDER ATTACHED

185780

89227526

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01 2022. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

Handwritten initials and signature

which is organized and existing under the laws of ILLINOIS

address is 33 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

("Lender"), Borrower owes Lender the principal sum of

ONE HUNDRED TEN THOUSAND FOUR HUNDRED FORTY THREE AND 00/100

Dollars (U.S. \$ 110,443.00

monthly payments, with the full debt, if not paid earlier, due and payable on

AUGUST 01 2022

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,

extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the

security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in

COOK

County, Illinois:

("Borrower"). This Security Instrument is given to DRAPER AND KRAMER, INCORPORATED

Handwritten initials

PAUL J. APICELIA, BACHELOR

THIS MORTGAGE ("Security Instrument") is made on JULY 27TH 1992

The Mortgagor is

State of Illinois

MORTGAGE

131-6723151 - 729

FHA Case No

(Specify Above This Line For Recording Date)

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referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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7. **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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

Lender, shall be immediately due and payable.
Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of

taxes, hazard insurance and other items mentioned in paragraph 2.
and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants

Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.
directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon municipal charges, taxes and impositions that are not included in paragraph 2, Borrower shall pay these obligations on time

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or

writing.
Borrower acquires fee title to the Property, the leasehold and fee title that not be merged unless Lender agrees to the merger in principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, the execution of this Security Instrument, and shall continue to occupy the Property as Borrower's principal residence for at least Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after 5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;**

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

entity legally entitled thereto.

over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss in the event of loss. Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made

renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.
required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires 4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]

Condominium Rider

Planned Unit Development Rider

Graduated Payment Rider

Growing Equity Rider

Other (Specify)

Legal Rider

Adjustable Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Ch. Magline (Seal) _____
Borrower

_____ (Seal) _____
Borrower

Paul J. Apicella (Seal) _____ (Seal) _____
Borrower Borrower

PAUL J. APICELIA

STATE OF ILLINOIS.

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that PAUL J. APICELIA, A BACHELOR

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

29th day of July 1992

My Commission Expires:

Notary Public

JOHN P. DAVEY

DRAPER AND KRAMER, INCORPORATED

33 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

This instrument was prepared by

4R(1)

MAIL

BOX 333

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19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Lender shall not be required to enter upon, take control of or maintain the Property or to or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rent shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising his rights under this paragraph 16.

Lender gives notice of breach to Borrower: (a) all rent received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the security instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

14. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

14. (Continued) 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.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the first class mail unless applicable law requires use of another method. 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 address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Successors and Assigns Bound; 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 9. b. 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.

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File # 151-0723151 - 729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27TH day of JULY 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to DRAPER AND FRAMER, INCORPORATED

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

1102 KNOLLWOOD DRIVE PALATINE, IL 60067

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of OCTOBER, 1993, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE/HALF percentage point(s) (2.50 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

FHA Multistate ARM Rider - 291

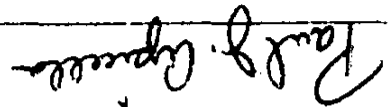
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[Space Below This Line Reserved for Acknowledgment]

Borrower (Seal)

Borrower (Seal)

PAUL J. APICELLA



Rate Rider

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

the demand for return is made.
return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before
excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to
rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any
has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note
payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower
of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly
Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E)
calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after
(F) of this Rider, Borrower shall have no obligation to pay any increase in the monthly payment amount
date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph
on the Change Date, Borrower shall make a payment in the new monthly amount beginning on the first payment

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective
notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the
date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly
payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change
in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The
the new monthly payment of principal and interest.
Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of
unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the
at the new interest rate through substantially equal payments. In making such calculation, Lender will use the
principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date
If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of

(E) Calculation of Payment Change

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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 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Paul J. Aguiar (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

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MPF MORTGAGE FORMS - (3/13/2013 6:00 - 6:00:27) 7291

7-9126

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Fredda Mac UNIFORM INSTRUMENT Form 3150 9/90

89221526

(Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the instrument, with any excess paid to Borrower.

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

(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 yearly premium installments for hazard insurance on the Property; and
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the hazards included within the term "extended coverage," then:
insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides 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 pursuant to the Constituent Documents, Borrower shall promptly pay, when due, all dues and assessments imposed or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument Documents. 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.

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. Borrower and Lender further covenant and agree as follows:
PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, benefits and proceeds of Borrower's interest.
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, (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.

[Name of Planned Unit Development]
The Property is a part of a Planned unit development known as **KNOLLWOOD OF PALATINE**
(the "Declaration").
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 [Property Address]
1102 KNOLLWOOD DRIVE PALATINE IL 60067

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

DRAPER AND KRAMER INCORPORATED

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27TH day of JULY 1992, 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

PLANNED UNIT DEVELOPMENT RIDER

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EXHIBIT A

Parcel 1:

Lot 46A in Knollwood Subdivision in the East $\frac{1}{2}$ of Section 9, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for ingress and egress over and upon that part of Outlet A (shown as Knollwood Drive and other Drives on Plat of Subdivision) as created by Plat of Subdivision recorded September 6, 1989 as Document 89417307.

Parcel 3:

Easement for the benefit of Parcel 1 for ingress and egress over and upon parts of Outlet A as created by the Declaration for Knollwood Townhomes recorded November 1, 1991 as Document 91-575038

c/k/a 1102 Knollwood Drive, Palatine, Illinois

PIN 02-09-205-181

Subject to: (i) general real estate taxes not yet due and payable; (ii) the Declaration as amended from time to time; (iii) utility easements of record; (iv) covenants, conditions, restrictions and building lines of record; (v) unconfirmed special taxes or assessments; (vi) acts done or suffered by Purchaser.

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Property of Cook County Clerk's Office