

UNOFFICIAL COPY

1992 AUG -4 PM 2:27

92575069

92575069

(Space Above This Line For Recording Date)

This instrument was prepared by:
MARGARETTEN & COMPANY INC
625 NORTH CT. PALATINE, IL 60067

MORTGAGE

60108182

41g

THIS MORTGAGE ("Security Instrument") is given on July 30th, 1992.
The mortgagor is CHANG SUK LEE,
YOUNG AE LEE, HIS WIFE

("Borrower").

This Security Instrument is given to
MARGARETTEN & COMPANY, INC.
under the laws of the State of New Jersey, and whose address is
One Ronson Road, Iselin, New Jersey 08830
Borrower owes Lender the principal sum of

Ninety Thousand, and 00/100 Dollars
(U.S. \$ 90,000.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on August 1st, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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:

THAT PART OF LOT 23 IN WELLINGTON COURT, BEING A SUBDIVISION
OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29,
1988 AS DOCUMENT NO. 88598270 DESCRIBED AS FOLLOWS: COMMENCING
AT THE NORTHWEST CORNER OF SAID LOT 23; THENCE NORTH 70
DEGREES 50 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE
OF SAID LOT 23 A DISTANCE OF 20.00 FEET FOR A PLACE OF
BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 50 MINUTES 00
SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 23 A DISTANCE
OF 88.08 FEET; THENCE SOUTH 11 DEGREES 55 MINUTES 23 SECONDS
WEST 115.62 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT
23; THENCE NORTH 74 DEGREES 33 MINUTES 00 SECONDS WEST ALONG
THE SOUTHERLY LINE OF SAID LOT 23 A DISTANCE OF 5.66 FEET TO A
POINT OF CURVATURE ON THE SOUTHERLY LINE OF LOT 23; THENCE
WESTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTH,
BEING THE SOUTHERLY LINE OF SAID LOT 23, HAVING A RADIUS OF
280.00 FEET, HAVING A CHORD BEARING OF NORTH 80 DEGREES 29
MINUTES, 06 SECONDS WEST FOR A DISTANCE OF 58.01 FEET TO THE
SOUTHWEST CORNER OF LOT 23, THENCE NORTHERLY ALONG THE ARC OF
A CURVE, BEING THE WESTERLY LINE OF SAID LOT 23, BEING CONCAVE
TO THE WEST, HAVING A RADIUS OF 330.00 FEET, HAVING A CHORD

which has the address of

SEE ATTACHED

("Property Address");

1302 CRANBOOK SCHALMBURG, IL 60193
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,
and 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.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNOFFICIAL COPY

92575066

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured 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: first, to any prepayment charge due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and fifth, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security 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. 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, the insurance 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 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 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 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year.

UNOFFICIAL COPY

after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with an / written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. 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 Borrower shall not operate to 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 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.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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.

92575069

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

BEARING OF NORTH 09 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 25.49 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 57 SECONDS WEST 20.00 FEET TO A POINT ON A CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 950.00 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES 26 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 45.61 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.
PIN# 07-33-105-062-0000

Property of Cook County Clerk's Office

92575069

UNOFFICIAL COPY

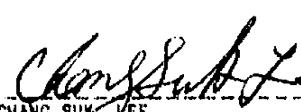
Property of Cook County Clerk's Office

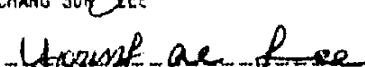
UNOFFICIAL COPY

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

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


CHANG SUN LEE


YOUNG AE LEE



690575069

UNOFFICIAL COPY

FORM 3100-12/89
MILITARY BALLOON RIDER'S GUIDE - ANNUAL INFORMATION FORM 1 of 2 (7/91)

EXCERPTS FROM THE NEW PENTECOSTAL ALMANAC

The New Note Rate will be a fixed rate of interest equal to the Fixed Rate plus the margin of one-half of one percent. The New Note Rate will be a fixed rate of interest equal to the Fixed Rate plus the margin of one-half of one percent.

3. CALCULATING THE NEW NOTE RATE

2. CONDITIONS TO OPTION

At the maturity date of the Note, or at any later date of maturity (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new term, subject to the Note Rate, determined as soon as possible if all the conditions provided in Section 2 and 5 below are met (the "Conditional Note Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to repay the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or fund a wider willing to lend me the money to repay the Note.

1. CONSTITUTIONAL LIMITS TO REGULATORY

Additional details concerning and agree to follow (deeply) anything to the contrary contained in the Security Information of the Notes).

The Note Rider is called "Note Rider" because the rider receives paym ents under the Note Rider by transfer and who is entitled to receive payments under the Note Rider.

1982 GRANBURY SCHADMBURG, IL 80193

(See [Section 1](#) of this section for details and coverage) the property described in the security instrument and recorded at

COMMERCIAL GUIDE TO RAILROADS

UNOFFICIAL COPY

Property Owner Name (Last, First, Middle Initial)
MAR-6016 Page 1 of 2 (Rev. 8/91)

MULTIRATE PUR DRAFT-SINGLE FAMILY-FNMA/HLMC INSTRUMENT
Form 3150 9/90

to Borrower, Lender shall apply the proceeds to the sums secured by the Security Instrument, with any access paid be paid to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall Property, or to common areas and insurance proceeds in lieu of notation or preparation following a loss to the in the event of a distribution of hazard insurance proceeds in lieu of notation or preparation following a loss to the or blanket policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master document satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Coverage is to maintain hazard insurance coverage on the Property is clearly premium instalments for hazard insurance on the Property; and

(iii) Lender waives the provision in Uniform Coverage for the monthly payment to trust of one-tenth of the within the term "extended coverage," then:

coverage in the amounts, for the period, and agrees that hazards Lender requires, including fire and hazards included "Master" or "blanket," policy insuring the Property which is satisfied to the Lender and which provides insurance documents.

Borrower shall promptly, when due, all dues and assessments imposed pursuant to the Constitution Owners Association, which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the equivalent documents which creates the Owners Association; (iv) articles of incorporation, trust instrument or any meetings. The "Constitution Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or documents.

A. PURCHASE AGREEMENTS. Borrower shall perform all of Borrower's obligations under the PUD's Constitution Document and further covenant as follows:

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and of Borrower's interest.

(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 (the "Owners Association") and the uses, benefits and proceeds Name of Manager (if applicable)

WELLINGTON COURT

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

DOC#89074508

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 Security Instrument located at:

1302 CRANBROOK , SCOTTSDALE, AZ 85255
Property Address

organized and existing under the laws of the state of NEW JERSEY

MARCAZ LTD/GEN & COMPANY, INC., a corporation

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

"Borrower," to secure Borrower's Note to
Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the
JULY 1992 and is incorporated into and shall be deemed to amend and supplement the
day of

PLANNED UNIT DEVELOPMENT RIDER

60106162

UNOFFICIAL COPY

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 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.

CHANG BIK LEE

YOUNG SE LEE

UNOFFICIAL COPY

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 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.

CHANG SOK LEE

YOUNG WE LEE

UNOFFICIAL COPY

Document Number Page 1 of 2 (Rev. 5/81)
MARSHALL Page 1 of 2 (Rev. 5/81)

Form 3199/90

MULTIPLATE PUD RIDER-SINGLE FAMILY-RMRA/WILMC UNITRUM INSTRUMENT

to Borrower.

be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid
Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
or blanket policy.

Borrower shall give Lender notice of any lapse in required hazard insurance coverage provided by the master
demanded pursuant to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Coverage is to maintain hazard insurance coverage on the Property in
nearly premium installments for hazard insurance on the Property; and

(ii) Lender waives the provision in Uniform Coverage for monthly payment to Lender of one-twelfth of the
within the term "extended coverage"; then:

coverage in the amount, for the period, and against the hazards Lender requires, including fire and hazards included
a "master", or "blanket", policy insuring the Property which is satisfactory to Lender and which provides insurance
III. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier,
Documents.

Owner's Association, Borrower shall promptly, when due, all dues and assessments imposed pursuant to the Community
equivalent document which creates the Owners Association; and (ii) any by-laws or other rules or regulations of any
ment. The "Consultant Documents" are the: (i) Definition; and (ii) articles of incorporation, trust instrument or any
A. PUD OWNERSHIPS. Borrower shall perform all obligations under the PUD's Consultant Document
Lender further covariant and agrees as follows:

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and
of Borrower's interest.

of managing the common areas and facilities of the PUD ("the "Owner's Association"), and the uses, benefits and proceeds
("the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning
Name of Planned Unit Development

WELLINGTON COURT

(the "Declarant"). The Property is a part of a planned unit development known as
DOC#09074308

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

1002 CRANBROOK , SCHAMBURG , IL 60193

(the "Lender") at the same date and covering the Property described in the Security Instrument located at
Organization and extending under the laws of the state of NEW JERSEY

MARGARETTE & COMPANY, INC., a corporation
Mergers, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the
July 1, 1992 and is incorporated into and shall be deemed to amend and supplement the
day of

PLANNED UNIT DEVELOPMENT RIDER

60108102