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Property of Cook County Clerk's Office

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PERMANENT INDEX NUMBER: 03-27-401-030

number 86592433.

Easement for ingress and egress for the benefit of Parcel 1 as set forth in declaration of easement recorded as document

Parcel 2:

The Northwestly 20.33 feet of the Southeastly 81.98 feet of that part of Lot 1006 commencing at the South East corner of said Lot 1006; thence North along the East line of said Lot 1006, a distance of 53.65 feet to a corner of said Lot 1006; thence Northwestly along the line common to Lots 1006 and 1005, a distance of 23.46 feet; thence Southwestly at right angles 50.00 feet; thence Southeastly at right angles 163.47 feet; thence Northeastly at right angles, 50.00 feet to the point of beginning in Brickman Manor first addition unit 6, being a subdivision of part of the East 1/2 of the South East 1/4 of Section 27, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 11, 1960 as document number 17852223, in Cook County, Illinois.

Parcel 1:

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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

of any right or remedy. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise 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 the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or Borrower's successors in interest. Lender shall not be required to operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortize or the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments. 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.

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

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless 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 sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount 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 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, the proceeds shall be applied to the sums secured by this Security Instrument, in the event of a total taking of the Property, the proceeds shall be paid to Lender.

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 conversion in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 a reasonable cause for the inspection.

8. **Mortgage Insurance.** 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 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 in effect, from an alternate mortgage insurer approved by Lender. If 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 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 premium being paid by Borrower when the insurance coverage lapses or ceases 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, from an alternate mortgage insurer approved by Lender. If

Any amounts disbursement 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.

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.

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 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.

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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.

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 directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to 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.

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 for such other period as applicable law may specify (or 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, if Borrower learns, or is notified by any governmental or regulatory authority, that all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

(a) Acceleration and the right to assert in the foreclosure proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after foreclosure by judicial proceeding and sale of the Property. The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument.

(b) The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument.

(c) A late, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument.

(d) The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument.

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The second part of the document contains a paragraph of text, followed by a section that appears to be a list or a series of numbered items. The text is very faint and difficult to read, but it seems to be organized in a structured manner.

The third part of the document features a large, diagonal watermark that reads 'Property of Cook County Clerk's Office'. This watermark is superimposed over the text, making it difficult to read. The text behind the watermark is mostly illegible.

The fourth part of the document contains a paragraph of text, followed by a section that appears to be a list or a series of numbered items. The text is very faint and difficult to read, but it seems to be organized in a structured manner.

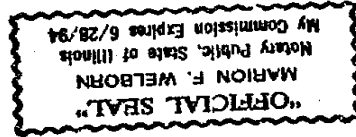
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Notary Public

Marion F. Welborn

My Commission expires: 6-28-94

Given under my hand and official seal, this 2ND day of July, 19 91, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**, personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

I, **the undersigned**, a Notary Public in and for said county and state, do hereby certify that **VOJISLAV DOMANOVIC AND SLOBODANKA DOMANOVIC, HIS WIFE**

STATE OF ILLINOIS,

Cook County, ss:

[Space Below This Line For Acknowledgment]

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower
SLOBODANKA DOMANOVIC

(Seal) -Borrower
VOJISLAV DOMANOVIC

Witnesses:

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

- Other(s) [specify]
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

[Check applicable box(es)]

The covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

22. 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.

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

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by the Security Instrument without further demand and may foreclose

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ICM Form 5587 (Rev. 1/87) P

MULTI-STATE BALLOON RIDER - Single Family - Female Use Uniform Instrument

Form 3100 12/89

(page 1 of 1 page)

[Sign Original Only]

Borrower (Seal) _____

Borrower (Seal) _____

ADISLAV DOMANOVIC
Borrower (Seal) _____
SLOBODANKA DOMANOVIC
Borrower (Seal) _____

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

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date. I will 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 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 rate, 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 a \$250 processing fee and the costs associated with updating the title insurance policy, if any, and any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

New Note is fully paid. The result of this calculation will be the amount of my new principal and interest payment every month until the payments are current, as required under Section 2 above, over the term of the New Note at the New Note Rate in equal monthly installments. I will owe under the Note and Security Instrument on the Maturity Date assuming my monthly payments (c) all other sums I will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate as calculated in Section 3 above.

4. CALCULATING THE NEW PAYMENT AMOUNT

The New Note Rate will be a fixed rate of interest, equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 50 day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

3. CALCULATING THE NEW NOTE RATE

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

2. CONDITIONS TO OPTION

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of August 1, 2022, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below. If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

1. CONDITIONAL RIGHT TO REFINANCE

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder." In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 22nd day of July 19 92 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (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:

934 A BOXWOOD DRIVE
MT. PROSPECT, ILLINOIS 60056

(Property Address)

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ILLINOIS PLANNED UNIT DEVELOPMENT RIDER (Rev. 4/83)

ILLINOIS PLANNED UNIT DEVELOPMENT RIDER - Single Family - Family Members Who Own the Instrument

Form 3150 9/90

Borrower (Seal) _____

Borrower (Seal) _____

Borrower (Seal) _____

Borrower (Seal) _____

SLOBODANKA DOMANOVIC

VOJSLAV DOMANOVIC

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

Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the (iii) termination of professional management and assumption of self-management of the Owners Association; or (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(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) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written approval by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower 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 Owners Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

in the event of a distribution of hazard insurance proceeds for 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.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

in the event of a distribution of hazard insurance proceeds for 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.

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

in the event of a distribution of hazard insurance proceeds for 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.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written approval by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any Owners Association unacceptable to Lender.

Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument.

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

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22nd day of July 19 92 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:

934 A BOXWOOD DRIVE, MT. PROSPECT, ILLINOIS 60056

(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 SET FORTH IN THE DECLARATION NOTED ABOVE RELATING TO THE CHARACTER AND LOCATION OF BUILDINGS AND PARTY WALLS, COST, MAINTENANCE, REPAIR AND REPLACEMENT OF PARTY WALLS, ROOF AND GUTTER SYSTEM, OUTSIDE PAINTING AND DECORATING AND NO EXTERIOR STRUCTURES, ENTRANCES OR ADDITIONS OR ADDITIONAL BUILDINGS SHALL BE BUILT UPON ANY PORTION OF THE PREMISES.

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

7661926

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

Attorney at Law

Attorney at Law

Attorney at Law

Attorney at Law

Attorney at Law

Attorney at Law

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Property of Cook County Clerk's Office