

UNOFFICIAL COPY

Illinois 60193 Zip Code  
which has the address of 1135 REGENCY COURT, SCHAMBURG  
Street, City

07-33-104-122  
VOLUME 187

1992 OCT 21 AM 10:14  
92781898

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE NOTARY  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

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 SEPTEMBER 1, 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:

which is organized and existing under the laws of STATE OF IOWA  
address is 206 6TH AVENUE-SUITE 101  
NINETY NINE THOUSAND TWO HUNDRED  
AND 00/100  
Dollars (U.S. \$ 99,200.00 )  
("Lender"), Borrower owes Lender the principal sum of

THE MORTGAGE ("Security Instrument") is given on AUGUST 7, 1992  
SHEILAH K. MORTGAGE, UNMARRIED PERSON  
("Borrower"). This Security Instrument is given to  
MIDLAND FINANCIAL MORTGAGES, INC.

THE TERMS OF THIS LOAN  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.  
2005-30029

MIDLAND FINANCIAL MORTGAGES, INC.  
1821 WALDEN OFFICE SQUARE-STE. 555  
SCHAMBURG, ILLINOIS 60173-4273  
92781898

RECORD AND RETURN TO:  
1992 AUG 22 AM 11:23  
92596667  
MIDLAND FINANCIAL MORTGAGES, INC.  
SCHAMBURG, IL 60173-4273  
92596667  
JODI JUSTIC  
PREPARED BY:

925965536

925965536

6#73 83 729/40508

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten initials]*

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.

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. Section 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 charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, 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.



Initials: [Signature]
Form 3014 (9/19)
DPS/001

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 with 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

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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform in 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 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 that 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 shall be in default if 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.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the 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.

5. Hazard or Property Insurance. Borrower shall keep the improvement 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.

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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 any 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.

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.

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DPF/1083  
Form 3014 8/90

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

21. Including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

non-existence of a default or any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration in this Security Instrument (but not prior to acceleration under paragraph 17 unless

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration in this Security Instrument (but not prior to acceleration under paragraph 17 unless

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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

(Check applicable box(es))

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider    | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider  | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider                    | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider               | <input type="checkbox"/> Other(s) (specify)                        |   |

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.

*[Signature]*  
\_\_\_\_\_  
Witness

*[Signature]*  
\_\_\_\_\_  
SHEELAH K. MORIARTY (Seal)  
Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Borrower (Seal)

STATE OF ILLINOIS, COOK County ss:

I, *the undersigned*, a Notary Public in and for said county and state do hereby certify that SHEELAH K. MORIARTY, UNMARRIED PERSON

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/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7 day of August 1992

My Commission Expires



*[Signature]*  
\_\_\_\_\_  
Notary Public

DPS 1084

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RIDER - LEGAL DESCRIPTION

THAT PART OF LOT 13 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 NUMBER 88598270 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 36 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 13 A DISTANCE OF 70.56 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS WEST 120.56 FEET; THENCE SOUTH 71 DEGREES 57 MINUTES 43 SECONDS WEST 24.79 FEET TO A POINT ON A CURVE, BEING THE WESTERLY LINE OF SAID LOT 13; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING THE WESTERLY LINE OF LOT 13; BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 63.00 FEET, HAVING A CHORD BEARING OF NORTH 47 DEGREES 58 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 11.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTH 63 DEGREES 43 MINUTES 30 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 13 A DISTANCE OF 123.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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07-33-104-122  
VOLUME 187

Clerk's Office of Cook County

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THESE ARE THE OFFICIAL RECORDS OF THE COURT AND THE JUDICIAL OFFICERS OF THE COUNTY OF COOK, ILLINOIS. THESE RECORDS ARE KEPT IN THE OFFICE OF THE CLERK OF THE COURT, CHIEF CLERK OF THE COURT, AND THE CLERK OF THE DISTRICT COURT. THESE RECORDS ARE KEPT IN THE OFFICE OF THE CLERK OF THE COURT, CHIEF CLERK OF THE COURT, AND THE CLERK OF THE DISTRICT COURT. THESE RECORDS ARE KEPT IN THE OFFICE OF THE CLERK OF THE COURT, CHIEF CLERK OF THE COURT, AND THE CLERK OF THE DISTRICT COURT.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 2/88 OPS 1073

Borrower (Name) _____ Borrower (Name) _____ SHSLEAH R. MORANLY	Borrower (Name) _____ Borrower (Name) _____
--	--

Rider.  
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD  
 payable, with interest, upon notice from Lender to Borrower requesting payment.  
 payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be  
 Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of  
 pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of  
 F. REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender may  
 maintained by the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage  
 Association; or  
 (iii) termination of professional management and assumption of self-management of the Owners  
 express benefit of Lender;  
 (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the  
 condemnation or eminent domain;  
 law in the case of substantial destruction by fire or other casualty or in the case of a taking by

(i) the abandonment or termination of the PUD, except for abandonment or termination required by  
 prior written consent, either partition or subdivision the Property or consent to:  
 E. LENDERS' PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's  
 Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.  
 condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by  
 Property or the common areas and facilities of the PUD, or for any conveyance in lieu of  
 payable to Borrower in connection with any condemnation or other taking of all or any part of the  
 D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential,  
 and extent of coverage to Lender.

that the Owners Association maintains a public liability insurance policy acceptable in form, amount,  
 C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure  
 sums secured by the Security Instrument, with any excess paid to Borrower.  
 to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the  
 following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable  
 in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair  
 provided by the master or blanket policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage  
 Association policy.  
 the Property is deemed satisfied to the extent that the required coverage is provided by the Owners  
 (iii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on  
 the yearly premium installments for hazard insurance on the Property; and  
 (ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of  
 Lender requires, including fire and hazards included within the term "extended coverage," then:

B. HAZARD INSURANCE. As 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 amounts, for the periods, and against the hazards  
 Lender requires, including fire and hazards included within the term "extended coverage," then:  
 (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 COVENANTS. Borrower shall perform all of Borrower's obligations under the PUD's  
 Constituent Documents. The "Constituent Documents" are that: (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.

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

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7TH day of AUGUST 1992  
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed  
 "Borrower" to secure Borrower's Note to  
 MIDLAND FINANCIAL MORTGAGES, INC.  
 (the "Lender") of the same date and covering the Property described in the Security Instrument and  
 located at  
 1135 REGENCY COURT, SCHAMBURG, ILLINOIS 60193  
 (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  
 THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD  
 The Property is a part of a planned unit development known as  
 (the "Declaration").  
 WELINGTON COURT

## PLANNED UNIT DEVELOPMENT RIDER

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# UNOFFICIAL COPY

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The following information was obtained from the records of the Cook County Clerk's Office on 10/10/88.

1. The following information was obtained from the records of the Cook County Clerk's Office on 10/10/88.

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20. The following information was obtained from the records of the Cook County Clerk's Office on 10/10/88.

10/10/88



(SIGN ORIGINAL ONLY)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

SHEELAH K. MORIARTY

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 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 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 request for a new interest rate, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate) and properly lien status. Before the Maturity Date and place at which I must appear to sign any documents required to complete the 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 refinancing option.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

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

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 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (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) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (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 SEPTEMBER 1, 2022 and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below. If all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"), 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

ADDITIONAL COVENANTS. 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):

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. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payment under the Note is called the "Note Holder."

(The "Lender" of the same date and governing the property described in the Security Instrument and located at 1135 REGENCY COURT, SCHAMBURG, ILLINOIS 60193

MIDLAND FINANCIAL MORTGAGES, INC. date given by the undersigned (the "Borrower") to secure the Borrower's Note to be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same

THIS BALLOON RIDER is made this 7TH day of AUGUST, 1992, and is incorporated into and shall

2005-30029

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

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