UNOFFICIAL CORY . .

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		(Space Above This Line for	Recording Data;	
		MORTGAGI	:	
		nent") is given on JANUARY		Mortgagor is
		AND KATHRYN A. MACH		("Barrower").
This Security in which is ornani	astrument is given to CHA	MPION FEDERAL SAVING THE STATE	IGS AND LOAN ASSOCIA	, and whose address i
115 E	WASHINGTON STREE	T. BLOOMINGTON . IL	81701	("Lender").
Borrower owes	Lender ina principal sum (Volisis (U.S.\$	ONE HUNDRED FORTY	ONE THOUSAND FIVE	HUNDRED AND NO/100 grower's note dated the same date
	/ Instrument ("Note"), which	n provides for monthly paym	ients, with the full debt, if no	t paid earlier, due and payable on
	interest and all regrevals			payment of the debt evidenced by ant of all other sums, with interest,
advanced unde	er paragraph 7 to erroract th	ne security of this Security Ins	strument; and (c) the perform	rance of Borrower's covenants and
	ider this Security Instruma owing described property to			oy mortgage, grant and convey to County, illinois:
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WIRCH HAS USE OF	14001 CRE	EK CROSSING DR.	 ' -	OBLAND PARK (City)
filinois	60462 (Zip Code)	("Property Add	ress");	
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now or neresited	' a dari of ine droperty. All	i replacements and additions	the property, and all easemi s shall also be covered by the	ents, appurtenances, and fixtures his Security Instrument. All of the
BORROWER	rred to in this Security Instit COVENANTS that Borrows	ument as the "Property." er is lawfully seised of the est	ate hereby conveyed and has	Site tight to mortgage orani and
convey the Prop	erty and that the Property	is unencumbered, except for claims and demands, subjec	' ancumbrances of record. A	hosteh Iliw has stastism tewattal

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS Single Family. Passile Mas/Freddie Mae UNIFORM HISTRUMENT

Loan D: 047-00272258 (page 1 of 4 p.

Borrowers Must Initial

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Leader rovenant and agr e as diows? UNIFORM COVENANTS, Bort we

t. 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 lederal 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 thir 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 Escruw Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to wiske 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 jums 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. Unier's 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 buriuses, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leusehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid it 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 tien which his primity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a man or acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the I ender's opinion operate to prevent the enforcement of the lien; or (c) socures from the holder of the lien an agreement satisfactory to Linder 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 ake 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 lire, 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 amount, 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 caution 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 lessered. 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.

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; Lesseholds. 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 citromstances 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 forteiture 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 Botrower, during the toan application process, gave materially talse 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 Botrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Botrower shall comply with all the provisions of the lease. If Botrower 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 Blatte in the Branesty of Reproperty the covenants and agreements contained in this

The little 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.

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Any amounts disbursed by Lender under this paragraph ? 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 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 Property immediately before the taking is equal to or greater than the amount or 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 ovent 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 the cue.

If the Property is abandoned by Corrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower wils 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 ontion, 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 payagraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance D. Lender Not a Walver. Extension of the time for payment or modification of

11. Borrower Not Released; Forbearance 15, 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. 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 drinkind made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy of a not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Sevaral Liability; Co-signers. The covenants and agreements of this Security linds and benefit the exercise of paragraph 17.

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 in notigage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligged 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 consert.

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 of try 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 te 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

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 cherge 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 given by the class mail to Lenders address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by the 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 low conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given the conflicting provision. To this end the provisions of this Security Instrument and the Note and of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security

instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable taw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' teas; 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.

In 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.

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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 any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take 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 of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

 21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach 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; (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 (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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after an eligibition and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to 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 this Security Instrument without further demand and may forecost this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses Incurred in pursuing the principles provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon paymen 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. Walver of Homestead. Borrowe 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 the covenants and agreements of this Security Incircanent as if the rider(s) were a part of this Security Instrument,

(Crieck applicable box(es))				
Adjustable Rate Rider	Condomir	lum Rider	1-4 Family Rider	
Graduated Payment R	ider 🗶 Planned 🗘	Init Development Rider	Biweekly Payment Rid	er
Balloon Rider	Rate impr	ovsment Rider	Second Home Rider	
Other(s) (specify)		CO.		
BY SIGNING BELOW, Borro rider(s) executed by Borrower and r		ne terms and covenants cont	ained in this Security Instrume	nt and in any
Witnesses:		000000	7	
		John Whith	amou	(Seal)
		JOHN J. MACNAMAR Social Security Number	31-0-56-4088	-Borrower
		Kattrin O.h	carlhenara	(Seal)
	ı	KATHRYN AU MACNAMAF Social Security Number	322-00-4538	-Borrower
	(Space Select This Li	ne For Ashmoviledgman()	/Sc.	
State of		<u>~~</u>	OFFICIAL SEAL	3
County KANE	 }ss:	} } NC	CAROL FINN	. }
- DRUE	<i></i>	} My	Commission E sizes January 21, 1994	
JOHN J. MACNAMARA KATH	RYN A. MACNAMARA		id county and state, do hereby , personal	y appeared
before me and is (are) known or pri have executed same, and acknowled	oved to me to be the person dged said instrument to be	r(s) who, being informed of THE LR (his, her, their)	the contents of the foregoing free and voluntary act and d	
(he, she, they)		urposes and uses therein set	t forth.	
Witness my hand and official seal thi	s <u>9TH</u>	day ofJANUARY		-
My Commision Expires:		Car	A Finn	(Seal)
This instrument was prepared by:	Carol Finn	AVINGS AND LOAN AS	Notary Public	
	77 South Broadway		SV-IAIIVN	9202
	Aurora, Illinois 6) <u>%</u>
THE MORTGAGEE CERTIFIES THA	AT THE FORM AND SUBST	ANCE OF THIS DOCUME!	NT IS THE FORM CURRENT	.Y IN USE

(pages 4 of 4 pages)

Form 3014 9/90

Loan D: <u>647-06272258</u>

UNOFFICIAL COPY, PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this ath day of JANUARY 1992, and is incorporated
into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the
same date, given by the undersigned (the "Borrower") to secure Borrower's Note to
CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender" of the same date and covering the Property described in the Security Instrument and located at:
14001 CREEK CROSSING DR. ORLAND PARK IL 60462
(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 "Declaration"). The Property is a part of planned unit development known as
CREEKSIDE UNIT ONE
(Name of Planned Unit Development)
(the "PUD"). The Proporty 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 furthe covenant and agree as follows:
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 whice 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.
8. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" of "blanket" policy insuring the Property which is satisfactively 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: (i) Lender waives the provision in Uniform Covenant, "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 deeme satisfied to the extent that the required coverage is provided by the Oviners Association policy.
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanks policy.
In the event of a distribution of hazard insurance proceeds in fleu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower, are hereby assigned and shall be paid to Lender common areas and facilities of the PUD, any proceeds payable to Borrower, are hereby assigned and shall be paid to Lender common shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower. C. Public Liebility Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public libility 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 is connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, of any conveyance in tieu 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 benefic 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 discontable to Lenger. F. Remedies: If Bottower does not pay PUD dues and assessments when due, then Lender may have them. Any amount
dispursed 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 dispursement at the Note are 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,
JOHN JMACNAMARA Borrower
KATHRYN A. MACNAMARA BOITOWER
MATHETATE PUB RIDER-Single Family -Family Mar UNIFORM INSTRUMENT Form 3150 9/90 FNPUD OAN ID: 047-00272258