

92244985

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WHEN RECORDED MAIL TO

Fleet Mortgage Corp  
11800 South 75th Avenue, 2nd Floor  
Pales Heights, Illinois 60463

(Space Above This Line For Recording Data)

FMC# 159268-8

MORTGAGE

318

THIS MORTGAGE ("Security Instrument") is given this MARCH 31 1992.  
The mortgagor is GLADSTONE FREDERICK ALLEN and DRISSELL L ALLEN, HIS WIFE ("Borrower"). This Security Instrument is given to FLEET NATIONAL BANK, whose principal office is located under the laws of THE UNITED STATES OF AMERICA, and whose address is 11290 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED AND 00/100ths Dollars - US \$183,700.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2007. This Security Instrument secures to Lender the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and to 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:

26962

PIN# 17-17-408-028  
17-17-409-041  
17-17-409-035

92244985

which has the address of 1149 UNIT G WEST VERNON PARK, CHICAGO,  
Illinois 60607 ("Property Address").

171

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 contains and incorporates by reference the standard, uniform, and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower's and Lender's consent and agreed as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal 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 in which payments are due under the Note, and if the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to or after this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) any yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any or yearly mortgage insurance premiums; (f) any and (g) 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 borrowers as a loan condition under the Federal Real Estate Settlement Procedures Act of 1974 as amended to maintain title 12 U.S.C. § 2617. (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.

Box 15

20X 15

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21x001

The Funds shall be held by Lender in trust for Borrower. Lender shall have the right to use the Funds to pay the Escrow Account. Lender may not use the Funds to pay the Escrow Account or any other account or to pay any other obligation of Borrower. Lender shall not be liable for any loss of the Funds to pay the Escrow Account or any other account or to pay any other obligation of Borrower. Lender shall not be liable for any loss of the Funds to pay the Escrow Account or any other account or to pay any other obligation of Borrower. Lender shall not be liable for any loss of the Funds to pay the Escrow Account or any other account or to pay any other obligation of Borrower.

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 Account, Lender may, at its option, require Borrower to make up the deficiency in no more than twelve monthly payments at Lender's election.

Upon payment of the sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 2, Lender acquires title to 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. The amount of payments made by Borrower to Lender under paragraphs 1 and 2 shall be applied first to the interest due on the loan, second to the principal due on the loan, and third to interest due on the loan. If payments are not sufficient to pay the interest due on the loan, the amount of the payments shall be applied to the interest due on the loan.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, and impositions attributable to the Property which may attach to the Property under this Security Instrument, including payments of taxes and rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2. If Borrower fails to pay these obligations, Lender may, at its option, require Borrower to pay them on time directly to the persons to whom they are due. If Borrower fails to pay these obligations, Lender may, at its option, require Borrower to pay them on time directly to the persons to whom they are due.

Borrower shall pay all charges and fees which may be levied against the Property under this Security Instrument unless Borrower, in writing, agrees in advance to the payment of such charges and fees. Lender's interests in good faith the lien by a default against the Property. Lender shall not be liable for any loss of the Funds to pay the Escrow Account or any other account or to pay any other obligation of Borrower.

5. Hazard or Property Insurance. Borrower shall maintain hazard or property insurance covering, as hereafter created on the Property insured against, as hereafter defined, the risks of fire, lightning, windstorm, hail, explosion, riot, strike, sabotage, and any other hazards including floods or flooding, for which Lender requires coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be 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.

All insurance policies and renewals shall be assignable to Lender and shall include a standard mortgage clause. Lender shall have the right to change the carrier and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of a claim, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may assign its interest in the insurance proceeds to Lender.

Unless Lender and Borrower otherwise agree in writing, the insurance proceeds shall be applied to restoration or repair of the Property damaged by the restoration or repair of the Property. Lender's security interest in the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the insurance carrier has offered to settle a claim. 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 apply 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 the claim has been paid.

Unless Lender and Borrower otherwise agree in writing, any proceeds of insurance shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2. Lender may, at its option, change the amount of the payments. If under paragraph 2 the Property is acquired by Lender, Borrower's right in any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall maintain occupancy of 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 may cure such a default and reinstate as provided in paragraph 7 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 materials false or inaccurate information or statements to Lender (or failed to provide Lender with any material information or information with the Lender as evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. Borrower shall be bound by the covenants and agreements contained in this Security Instrument. If there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or a condemnation proceeding) or if 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 is not liable for such action.

Any amounts disbursed by Lender under this paragraph 7 shall become a default and 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 to Lender by Borrower requesting payment.

8. Mortgage Insurance. If Lender requires 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. If 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 not be required, at the option of Lender, if mortgage insurance coverage on 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.

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9/22/1985

9. Inspection. Lender shall have the right to inspect the Property. Lender shall give Borrower notice at the time of inspection.

10. Condemnation. The proceeds of any award of condemnation or consequential, in connection with any condemnation, or the taking of any part of the Property or the exercise of eminent domain, are hereby assigned and shall be paid to Lender.

In the event that the taking of the Property, the proceeds of any award of condemnation, or the sums secured by this Security Instrument, whether or not there is any award of condemnation, are insufficient to satisfy the full amount of the debt secured by this Security Instrument, the fair market value of the Property, immediately before the taking of the Property, shall be applied to the amount of the sums secured by this Security Instrument immediately before the taking of the Property, and the balance of the sums secured by this Security Instrument shall be paid to the lender immediately before the taking of the Property. Any balance shall be paid to the lender immediately before the taking of the Property, immediately before the taking of the Property, immediately before the taking, unless Borrower and Lender, at the time of the taking of the Property, agree in writing that the proceeds shall be applied to the sums secured by this Security Instrument in a different order.

If the Property is awarded to the lender or to a third party, the lender or the third party shall be deemed to have accepted the award of condemnation and shall be deemed to have agreed to make an award of settlement for damages. Borrower shall have the right to demand an award of settlement within 30 days after the date the notice is given. Lender is authorized to accept an award of settlement on behalf of the lender or the third party of the Property or to the sums secured by this Security Instrument, whether or not there is an award.

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 of principal, interest, taxes, or charges on the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. At any time for payment or modification or amortization of the sums secured by this Security Instrument, provided by Lender, any success or interest of Borrower shall not operate to release the liability of the sums secured by this Security Instrument. Lender shall not be required to commence proceedings against any success or interest of Borrower to enforce payment or otherwise modify amortization of the sums secured by this Security Instrument. Any forbearance or extension made by the original Borrower or Borrower's successors or interest of Borrower shall not be a waiver of or preclude the exercise of any right.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind the successors and assigns of the Borrower, and the co-signers, subject to the provisions of paragraph 17. If it was intended that the Security Instrument be a joint and several obligation, the Borrower who co-signs this Security Instrument shall be deemed to have intended that the Security Instrument be a joint and several obligation. The Borrower who co-signs this Security Instrument shall be deemed to have intended that the Security Instrument be a joint and several obligation. The Borrower who co-signs this Security Instrument shall be deemed to have intended that the Security Instrument be a joint and several obligation. The Borrower who co-signs this Security Instrument shall be deemed to have intended that the Security Instrument be a joint and several obligation.

13. Loan Charges. If there is any law which sets a maximum loan charge, and that law is fairly interpreted to apply to the sums secured by this Security Instrument, the charge permitted by the law will be refunded to Borrower if a rate of interest is charged in excess of the permitted limit. If a rate of interest is charged in excess of the permitted limit, the amount necessary to reduce the charge to the permitted limit and the amount necessary to reduce the charge to the permitted limit will be refunded to Borrower. If a rate of interest is charged in excess of the permitted limit, the amount necessary to reduce the charge to the permitted limit and the amount necessary to reduce the charge to the permitted limit will be refunded to Borrower. If a rate of interest is charged in excess of the permitted limit, the amount necessary to reduce the charge to the permitted limit and the amount necessary to reduce the charge to the permitted limit will be refunded to Borrower.

14. Notices. Any notice to be given to the Borrower shall be given by delivering it or by mailing it by first class mail, postage prepaid, to the address of the Borrower as stated in the Security Instrument, or by mailing it by first class mail to Lender's address, stated herein, if the Borrower is a natural person. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower if it is mailed as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument is governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall be null and void. The provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall receive a copy of this Security Instrument and of the Note.

17. Transfer of the Property or a Beneficial Interest in Borrower. If any part of the Property or any interest in it is sold or transferred to a third party, the liability of the sums secured by this Security Instrument shall remain the liability of the sums secured by this Security Instrument. However, the provisions of this Security Instrument shall be subject to the provisions of federal law as of the date of this Security Instrument.

If Lender exercises the right to demand payment of the sums secured by this Security Instrument, Lender shall provide a period of not less than 30 days from the date the notice is delivered, in which Borrower must pay all sums secured by this Security Instrument. If Borrower does not pay the sums secured by this Security Instrument, Lender may invoke any remedies permitted by this Security Instrument with all the force and effect of a demand by Borrower.

18. Borrower's Right to Reinstatement. If Borrower is in default under this Security Instrument, Borrower shall have the right to have enforcement of this Security Instrument reinstated at any time prior to the payment of the sums secured by this Security Instrument, or the entry of a judgment enforcing this Security Instrument. If Borrower is in default under this Security Instrument, Borrower shall have the right to have enforcement of this Security Instrument reinstated at any time prior to the payment of the sums secured by this Security Instrument, or the entry of a judgment enforcing this Security Instrument. If Borrower is in default under this Security Instrument, Borrower shall have the right to have enforcement of this Security Instrument reinstated at any time prior to the payment of the sums secured by this Security Instrument, or the entry of a judgment enforcing this Security Instrument.

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 or transferred with all the force and effect of a demand by 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 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 be liable for the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall be liable for the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall be liable for the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall be liable for the presence, use, disposal, storage, or release of any Hazardous Substances on or in 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 is notified by any governmental or regulatory authority, that any removal or other remedial action involving Hazardous Substances 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: gas, lime, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, cyanide, 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.



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SECURITY INSTRUMENT COVENANTS, Borrower and Lender further covenants and agrees 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 acceleration 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title 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 recording cost.

**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 the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

[Check applicable boxes.]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Commercial Rider               | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Business and Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Ball-in Rider           | <input type="checkbox"/> Rate Adjustment Rider          | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify):     |   |   |

BY SIGNING BELOW, Borrower hereby 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.

Witnesses:

*Gladstone Frederick Allen* (Seal)  
GLADSTONE FREDERICK ALLEN (Borrower)

Social Security Number: [redacted]  
*Trinetta E. Allen* (Seal)  
TRINETTA E. ALLEN (Borrower)

Social Security Number: [redacted]  
[redacted] (Seal)  
[redacted] (Borrower)

Social Security Number: [redacted]

Social Security Number: [redacted]

[Sign Borrower's Name For Acknowledgment]

STATE OF ILLINOIS

COOK

County of

I, the undersigned, a Notary Public in and for said county and state do hereby certify that GLADSTONE FREDERICK ALLEN and TRINETTA E. ALLEN, HIS WIFE, are, each of them, the same persons whose names are subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they signed and delivered the said instrument as free and voluntary acts of their own and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of MARCH 1992

My Commission expires \_\_\_\_\_  
*[Signature]*  
Notary Public

This instrument was prepared by

GREG McLAUGHLIN FOR  
Fleet Mortgage Corp.  
11800 SOUTH 75TH AVENUE, 2ND FLOOR  
PALOS HEIGHTS, ILLINOIS 60463

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## LEGAL DESCRIPTION

### PARCEL 1:

THE SOUTH 21.28 FEET NORTH 155.23 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS TRACT: BEGINNING AT THE NORTHEAST CORNER OF SAID DEVELOPMENT AREA, SAID POINT BEING ON THE SOUTH LINE OF VERNON PARK PLACE, 176.25 FEET EAST OF THE EASTERLY LINE OF RACINE AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID DEVELOPMENT AREA 7.44 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 21.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH PARALLEL WITH SAID EAST LINE 353.22 FEET; THENCE WEST AT RIGHT ANGLES, 56 FEET; THENCE NORTH AT RIGHT ANGLES, 353.22 FEET; THENCE EAST AT RIGHT ANGLES 56 FEET TO THE POINT OF BEGINNING, SAID TRACT BEING A PART OF LOTS 1 TO 12, 22 TO 27, 30 TO 33 AND PART OF VACATED SOUTH NORTON STREET, ALL TAKEN AS TRACT IN C.J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENT RECORDED AS DOCUMENT 39045926.

END OF SCHEDULE A

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this MSE day of MARCH, 1992, and is incorporated into, and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed, the Security Instrument and the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FLEET NATIONAL BANK, the "Lender", of the same date and covering the Property described in the Security Instrument and located at:

1149 (UNIT G) WEST VERNON PARK, CHICAGO, ILLINOIS 60607

(Physical 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 of Covenants, Conditions and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as TUSCANY CLUB VILLAS

(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 that:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The Constituent Documents are the Declaration, the articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and 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 amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the terms of extended coverage, then:

(i) Lender waives the provisions of Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installment 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 in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

**D. Condemnation.** The proceeds of any award of claim or damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 11.

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

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

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

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

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

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

By signing below, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

*[Signature]*  
GLADSTONE FREDERICK ALLEN

*[Signature]*  
TRINETIA L. ALLEN (Seal)

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

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

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