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DEPT-01 RECORDING

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\$37.00

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COOK COUNTY RECORDER

Box 291

[Space Above This Line For Recording Data]

**LENDERS
TITLE GUARANTY**1221 Emerson St., Suite 102
Palatine, IL 60067
(708) 303-6200**MORTGAGE**

Loan # DELEE

THIS MORTGAGE ("Security Instrument") is given on
DENNIS DELEE and **KAREN DELEE, HIS WIFE**

April 21, 1992

. The mortgagor is

("Borrower"). This Security Instrument is given to

GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **800 E. NORTHWEST HIGHWAY #900, PALATINE, ILLINOIS 60067**.

LTG51
391451

Lender"). Borrower owes Lender the principal sum of

two hundred sixteen thousand and no/100

Dollars (U.S. \$ 216,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2012

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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION**PIN 14-21-310-049-0000**which has the address of **540 W. ALDINE AVENUE, UNIT D**
Illinois 60657 ("Property Address");
[Zip Code]**CHICAGO**

[Street, City].

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EZ-MIL (8121) 1-800-293-8100 VMP MORTGAGE FORMS - (313)293-8100 - 800)621-7291

Page 1 of 6

Form 3014 \$100

Initials: BD KD

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Form 3014 9/90

Digitized by srujanika@gmail.com

(101) (7) 10-1141

II. 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) consents in good faith the lien to be paid off in full by a third party acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender to deferment of the enforcement of the obligation secured by the lien in a manner acceptable to Lender; or (d) gives 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.

4. Changes; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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, a credit against the 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 Lenses 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 months after notice of Lender's sole discretion.

Below are some examples of otherwise in accordance with applicable law.

2. Funds for taxes and insurance expenses to implement the Note 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 accrue prior to the Note, if any; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with if any; (g) yearly maintenance premiums, if any; and (h) any sums of the payment of mortgagelife premiums. These items are called "Escrow Items". The provisions of paragraph 8, in lieu of the payment of mortgagelife insurance premiums. The Escrow 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 relates a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount or lesser amount. Lender may estimate the amount of current debt and reasonable estimates of expenditures of future

1. Payment of principal and interest, telephone bills and late charges; however such payments may well be the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

BORROWER COVENANTS that Borrower is lawfully seized of the certain hereby conveyed and has the right to mortgage, shall remain in full force and effect until paid in full.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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; 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 may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower shall be given one complete copy of the Note and of this Security Instrument.

13. 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 of this Security Instrument or clause of the conflict with the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Security instruments shall be deemed to have been given to Boardmembers or Officers when given as provided in this paragraph.

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 set forth herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

prepayment charge under the Note.

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 limits; and (b) any sums already collected from Borrower which exceeded permitted fees or charges shall be refunded to him.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Securitry Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Agreement, and shall be construed as if it were a part of this Agreement.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall bind the parties hereto and their successors and assigns, joint and several liability being assumed by all such persons. Any provision herein purporting to limit or qualify the liability of any party hereto, or to limit the liability of any party hereto to his/her/its own acts, shall not be binding upon the other party hereto.

11. Borrower Note Release; For each note referred to in paragraphs 1 and 2 or change the amount of such payments.

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 sum secured by this Security Instrument, whether or not then due.

If the Properties are abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an application, unless Lender and Borrower 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.

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 the total amount of the sums secured by the reduction and (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, the proceeds of the sale of the property shall be applied to the reduction and the remainder shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

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.

16. Conditionality. The proceeds of any award of claim for damages, direct or consequential, in connection with any Botswainer notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

payments may no longer be required, in the opinion of Lender, in whole or in part, to make reasonable insurance coverage (in the amount and for the period of time specified) available to Lender or its agents upon and in respect of the Property. Lender shall give

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

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that 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 and 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 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 recordation costs.

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

Form 3014, 9/90

Initials

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Form 301A 9/80

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LEFSE NESTLER

My Commission Express:

Given under my hand and official seal, this 21st day of April, 1992
Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)
1992

DENNIS DEEKE and KAREN DEEKE, HIS WIFE

STATE OF ILLINOIS, DEPT. OF AGRI.,
I. The water gauge
County ss:

Social Security Number _____
-Borrower
(Seal) _____

Social Security Number 496-56-0491
KAREN DEESE, HIS WIFE
DeeDee Deese (Signature)
Bonneville
(See) _____

George Gurnett

344-40-4404
Borrower
(Serial)
THIS DEBT
Social Security Number

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

GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER
800 E. NORTHWEST HIGHWAY #900
PALATINE, ILLINOIS 60067

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. DELEE

PARCEL I. :

THAT PART OF LOTS 9 AND 10 IN BLOCK 3 IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 9 WHICH IS 115.80 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 9 AND RUNNING THENCE NORTH ALONG SAID WEST LINE DISTANCE OF 4.02 FEET TO A POINT; THENCE NORTH EAST ON A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES, 00 SECONDS WITH SAID WEST LINE OF LOT 9, A DISTANCE OF 26.87 FEET TO A POINT WHICH IS 18.58 FEET EAST OF THE WEST LINE OF SAID LOT 9. THENCE NORTH PARALLEL WITH THE SAID WEST LINE OF LOT 9 A DISTANCE OF 13.40 FEET TO A POINT; THENCE EAST ON A LINE WHICH FORMS A RIGHT ANGLE WITH THE WEST LINE OF LOT 9, A DISTANCE OF 14.17 FEET TO A POINT; THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF LOT 9, A DISTANCE OF 12.43 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 10; THENCE EAST ON SAID NORTH LINE OF LOT 10 A DISTANCE OF 17.25 FEET TO THE NORTH EAST CORNER OF SAID LOT 10; THENCE SOUTH ON SAID EAST LINE OF SAID LOT 10, A DISTANCE OF 49.67 FEET TO A POINT WHICH IS 116.13 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 10; THENCE WEST IN A STRAIGHT LINE A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL II. :

EASEMENTS APPURTENNANT TO PARCEL I FOR THE PURPOSES OF INGRESS AND EGRESS LOCATED OVER THE WEST 3.5 FEET OF SAID LOT 7, THE NORTH 3.5 FEET OF SAID LOTS 7, 8, 9 AND 10 AND THE EAST 3.5 FEET OF SAID LOT 10 ALSO THE WEST 3.0 FEET, OF THE NORTH 81 FEET, THE SOUTH 123 FEET, OF SAID LOT 9, ALSO THE EAST 3 FEET, OF THE NORTH 81 FEET, OF THE SOUTH 123 FEET, OF SAID LOT 8, AND THE EAST 6 FEET, OF THE SOUTH 42 FEET, OF SAID LOT 8, AND THE WEST 6 FEET, OF THE SOUTH 42 FEET, OF LOT 9, ALL IN BLOCK 3 AFORESAID, AS GRANTED IN THE DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS RECORDED SEPTEMBER 9, 1948 AS DOCUMENT NUMBER 14228741 AND RE-RECORDED FEBRUARY 6, 1949 AS DOCUMENT NUMBER 14248060.

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Property of Cook County Clerk's Office

922955.00
COPIES

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Loan # DELEE

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of April 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

GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

540 W. ALDINE AVENUE, UNIT D, CHICAGO, ILLINOIS 60657

[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 a planned unit development known as

[Name of Planned Unit Development]

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the 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 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

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

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

In the event of a distribution of hazard insurance proceeds 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.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

Page 1 of 2

VMP - 7 191081

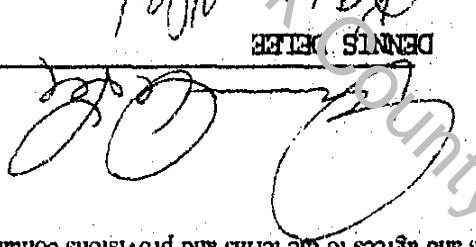
VMP MORTGAGE FORMS - (313)293-8100 - 18001521-7291

Initials: MD KD

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Borrower _____
(Seal) _____
Borrower _____
(Seal) _____
Borrower _____
(Seal) _____
DENNIS DEESE
KAREN DEESE, HIS WIFE
Borrower _____
(Seal) _____
Borrower _____
(Seal) _____


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

I, Dennis Deese, if Borrower does not pay PUD dues and assessments when due, then Lender may pay them, and I am liable to Lender under this Rider. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them, and I am liable to Lender under this Rider. 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 the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest to Borrower regardless of payment.

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

(ii) any termination of professional management and assumption of self-management of the Owners association, or

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

F. Rider'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) any 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 unacceptable to Lender.

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 any convenience in lieu of condemnation, if the property is subdivided and still be provided in Uniform Coverage 10.
- (ii) any amendment to any provision of the PUD, or for any convenience in lieu of condemnation, if the property is subdivided and still be provided in Uniform Coverage 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any convenience 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 Interest as provided in Uniform Coverage 10.