PREPARED BY: H. A. DAVIS

UNOFFICIAL COPY

DOWNERS GROVE, IL 60515

03215605

RECORD AND RETURN TO:

PREPERRED MORTGAGE ASSOCIATES, L/TD. 3140 FINLEY ROAD-SUITE 404 DOWNERS GROVE, ILLINOIS



[Space Above This Line For Recording Data] -

MORTGAGE

2841971

THIS MORTGAGE ("Security Instrument") is given on JUNE 28, 1993 HIDENORI IIJIMA AND MARIE DENISE COMMIER, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given in PREFERRED MORTGAGE ASSOCIATES, LTD.

which is organized and existing under the laws of THE STITE OF ILLIHOIS

, and whose

157,000.00).

address is 3140 FINLEY ROAD-SUITE 404 DOWNERS GROVE, ILLINOIS 60515 ONE HUNDRED FIFTY SEVEN THOUSAND AND 00/100

"Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for 1, 2013 monthly payments, with the full debt, if not paid earlier, due and payable on ANGUST

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:

THAT PORTION OF LOT 13 IN TIMBERLAKE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

DEPT-01

\$35.50

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COOK-COUNTY RECORDER

02-15-112-013

which has the address of 764 NORTH WALDEN DRIVE, PALATINE 60067 ("Property Address"); Illinois [Zip Code]

(Street, City),

ILLINOIS-Single Family-Fennie Mae/Freddie Med UNIFORM INSTRUMENT -6RUL) (0101)

VMF MORTGAGE FORMS - (\$13)293-8100 - (800)621-7281

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more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

these obligations in the memors provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and Icasehold payments or ground rents, if the Borrower shall pay 4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amount nayable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments rexit ed by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by

Funds hold by Lender. If, under paragraph 21, Lender shall acquire or sell the Frigs. ty, Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Uoder shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion. shall pay to Leader the amount necessary to make up the deficiency. Bordweer shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may wretify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicate law. If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to he held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, applicable law requires interest to be paid, Lendel that not be required to pay Borrower any interest or earnings on the Funds. used by Leader in connection with this loan, incless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require 200, ower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pars Borrower interest on the Funds and applicable law permits Lender to make such

Escrow Items. Lender may not charge Demoner for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow Items or otherwise in La ordance with applicable law. Lender may estimate the antount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a losser amount. It am Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), uniese another law that applies to the Funds related mortgage to an may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, Almy time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Leader, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and succements which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lesschold payments Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funda") for: (a) yearly taxes 🔀

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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:

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due theb-

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

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all cesements, appurienances, and

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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 lasurance carrier and Lender.

Leader 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 Rorrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or control 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 18, '19 ausing the action or proceeding to be dismissed with a ruling that, in Londer'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 Lendar's occurity interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or in curate 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's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

Security Instrument shall be decement to have been given to Borrower or Lender when given as provided in this paragraph. Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing prepayment charge under the Mote.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial respayment without any Borrower. Lendor may choose to make this refund by reducing the principal owed under the Now or by making a direct ot behanits at limit; and (b) any sums aiready collected from Borrower which exceeded permitted limit; and (d) has the permitted by the permitted limit; and (d) has the permitted limit; and the permitted limit between the permitted limits are supported by the permitted by th loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the arrows necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or of the collected in connection with the

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Britower may agree to extend, modify, forbest or

Borrower's interest in the Property under the terms of this Security Instruments (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be join and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and Leader and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Dishility; Co-signers. The covenants and agreements of this exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exemising any right or remedy shall not be a waiver of or preclude the the sums secured by this Security Instrument of any demand made by the original Borrower or Borrower's commence proceedings against any successor in mental or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 11. Borrower Not Released; Forth Arance By Lender Not a Waiver. Extension of the time for payment or modification

postpone the due date of the monthly regements referred to in paragraphs 1 and 2 or change the amount of such payments. Unices Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

Leader is authorized to hold it and apply the proceeds, at its option, either to restoration or repair of the Property or to the aums award or settle a cusical for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property 1 shendoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sur a secured by this Security Instrument whether or not the sums are then due. taking, unless for rower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Proporty in which the fair emount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the runs secured by this 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

shall be paid to Lender. condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

17. Transfer of the Property or a Beneficial Interest in Borrower. Vall to an 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 incited 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 morthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrefined 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 invest getion, 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 flammage 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 fallure 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 Homestend. Borrower waives all right of homestead exemption in the Property.

DPS 1093 Form 3014 9/90 Wilde: 20

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DPS 1084	alto 8 age?	_	COFFICIAL SEAL"
of the foregoing instrument, appeared before at the said instrument as THEIR	Sand and deliver of the forth the min set forth. Aby by the forth	oknowledged that THE	me this day in person, and site of tor the tree and voluntary set, for the tree and the tree and the tree and the Commission Expires
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Jnemutten! vituses sitt to haq a exew (shebis ett 1t as Inemustani vituses sirit to atnemeeres bna shranevos ett Inemelqque bna with this Security instrument, the covenants and agreements of each such tider shall be incorporated into and shall amend 24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together

Condominium Rider
Rete improvement Rider

Rate improvement Rider

Definer(s) lepecify)

Otherial lapecity)

SALIR A.V

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Graduated Payment Rider sobiR etaR eldetaulbA

Second Home Rider nebiR Planty Rider

The Family Remort Rider

The Rider Rider Rider

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28TH day of JUNE

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed 1993 of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

PREFERRED MORTGAGE ASSOCIATES, LTD.

(the "Lender") of the same date and covering the Property described in the Security. Instrument and located at

764 NORTH WALDEN DRIVE, PALATINE, ILLINOIS 60067

The Property Includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration").

The Property is a part of a planned unit development known as TIMBERIAKE ESTATES

(Name of Flanned Unit Development)

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 forther 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 insurament 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 ling as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "planket" 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 1 niform 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 insurunce 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 Lerdar. Lender shall apply the proceeds to the sums secured by the Security instrument, with any excess paid to Borrower.

C. PUBLIC LÍABILITY 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 or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other laking of all or any part of the Property or the common areas and facilities of the PUD, or for way 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 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender's 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.

MULTISTATE PUD RIDER - Single Family - Fannie Man/Freddie Mee U		DPS 1073
Borrower	MARIE DENISE CORMIER	Borre wer
(Seei)	Marie Sinoe Come	E. (Seel)
Berrower	HIDENORI TIJIMA	Berrewer
(Seel)	Hidenori In	(\$eel)

Property of Cook County Clerk's Office

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UNO FOR LEGAL PAS ERIPTION OPY

THAT PORTION OF LOT 13 IN TIMBERLAKE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 58.65 FEET ALONG THE NORTH LINE OF SAID LOT 13 FOR THE POINT OF BEGINNING; THENCE SOUTH OO DEGREES GO MINUTES 00 SECONDS EAST 0.87 FEET TO AN EXTERIOR CORNER OF A BRICK AND FRAME BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1.03 FEET ALONG THE EXTERIOR SURFACE OF SAID BUILDING TO AN EXTERIOR CORNER OF SAID BUILDING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.37 FEET TO THE CENTERLINE OF A PARTY WALL COMMON TO UNIT NUMBER 762 AND UNIT NUMBER 764; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 56.00 FEET ALONG THE CENTERLINE OF SAID PARTY WALL; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.42 FEET TO AN EXTERIOR CORNER OF SAID BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 5.10 FEET ALONG THE EXTERIOR SURFACE OF SAID BUILDING AND THE PROLONGATION THEREOF TO THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 90 DEGREES 00 MINUTES OO SECONDS WEST 26.37 FEET ALONG SAID SOUTH LINE OF LOT 13; THENCE NORTH OO DEGREES NO MINUTES OO SECONDS WEST 63.00 FEET ALONG A LINE PASSING THROUGH SAID BUILDING ON THE CENTERLINE OF A PARTY WALL COMMON TO UNIT NUMBER 764 AND UNIT NUMBER 766 TO THE NORTH LINE OF LOT 13; THENCE NORTH 90 DEGREES OU MINUTES 00 SECONDS EAST 26.32 FEET ALONG County Clark's Office SAID NORTH LINE OF LOT 13 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

02-15-112-013

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