PREPARED BY: GLEN A. SCHAP

UNOFFICIAL COPY

OAK BROOK, IL 60521

93540512

RECORD AND RETURN TO:

UNITED FINANCIAL MORTGAGE CORP. 600 ENTERPRISE DRIVE-SUITE 204 OAK BROOK, ILLINOIS 60521



DEPT-01 RECORDING

T#1111 TRAN 0749 07/14/93 11:14:00

COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

4627644

17283-01

THIS MORTGAGE ("Securio Instrument") is given on JUNE 30, 1993

MANUSHAT MANUSHAI PATEL AND BHARTIBEN PATEL, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to UNITED FINANCIAL MORTGAGE CORF

which is organized and existing under the laws of THE STATE OF ILLINOIS

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

address is 600 ENTERPRISE DRIVE-SUITE 204

OAK BROOK, ILLINOIS 60521

SEVENTY TWO THOUSAND BIGHT HUNDRED

AND 00/100

Dollars (U.S. \$

72,800.00)

, and whose

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for 1, 2023 AUGUST monthly payments, with the full debt, if not paid earlier, due and payable on

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

THE EAST 20.50 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST PARCEL 1: LINE THEREOF, OF THAT PART LYING WEST OF A LINE DRAWN AT RIGHT ANGLES

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

03-24-200-086 VOLUMB 235

which has the address of 202 BAST HIGHLAND, MOUNT PROSPECT 60056 Illinois ("Property Address");

Street, City .

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

DPS 1029

Form 3014 9/90

-6R(IL) 19:01;

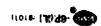
VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

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Form 3014 9/90

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Page 2 of 6



0601 840

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

this Security instrument, Leader may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security instrument. If Lynder determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) recutes 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 proseedings 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 [f 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 manner 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 leasehold payments or ground rents, if any. Borrower shall pay

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attribuyble 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 amounts payable under paragraph 2; 3. Application of Payments, Unless applicable law provides otherwise, all payments received 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 held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Ecruse, shall promptly refund to Borrower any

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

If the Funds held by Lender exceed the amounts permitted to b, held by applicable law, Lender shall account to Borrower debit to the Funds was made. The Funds are pledged as addit onal 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 Lender may agree in writing, bowever, do: interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender stall not be required to pay Borrower any interest or carnings on the Funds.

used by Lender in connection with this loan, tolder applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pay. Borrower interest on the Funds and applicable law permits Lender to make such Escrow leans, Lender may not charge for ower 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 a institution whose deposits are insured by a federal agency, instrumentality, or entity

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

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waivet by Lender, Borrower shall pay to brucibal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UMIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform accurity instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for mational 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 mongage, Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or bereafter 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 easements, appurenances, and

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 countil waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begue 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, 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 Leider'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 tailed to provide Lender with any material information) in connection with the low 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, arpering 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

DPS 1091 Form 3014 9/90

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

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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 deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender's address stated herein or any othe 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 pri vided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Note.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial plantament without any Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sims already collected from Borrower which exceeded permitted limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the activity occessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be 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 Listrument; and (c) agrees that Lender and any other Be rower may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-siguing this Security instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security instrument shall bind and benefit the successors and essigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several L'ability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument of reason of any demand made by the original Borrower or Borrower's commence proceedings against any successor in injerys or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Bottower's successors in inferest. Lender shall not be required to of amortization of the sums secured by this Sect nity Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Fords gance by Lender Not a Waiver. Extension of the time for payment or modification posipone the due date of the monthly pryments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lander and Borrower Aberwise agree in writing, any application of proceeds to principal shall not extend or

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

Lender is authorized to collest and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums award or settle a claim in all anages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is soundoned by Borrower, or if, after nouce by Lender to Borrower that the condemnor offers to make an pe applied to the star secured by this Security Instrument whether or not the same are then due.

taking, unless Refinemer and Lander 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 balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount 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 sums 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 in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in iten of condemnation, are hereby assigned and 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

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.

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24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and sheements of this Security instrument as if the riders) were a part of this Security and sup-sements of this Security.

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UNO RIDER LEGAL DESCRIPTION PY

PARCEL 1: THE EAST 20.50 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF THAT PART LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, THROUGH A POINT ON SAID SOUTH LINE 66.25 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND

THE SOUTH 12.0 FEET OF THE NORTH 36.0 FEET OF THE WEST 26.0 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE EAST 192.5 FEET OF THE WEST 385.0 FEET OF THE SOUTH 77.5 FEET AND THE NORTH 86.83 FEET OF THE SOUTH 164.33 FEET (EXCEPT THE WEST 320.67 FEET THEREOF) OF LOT 3 IN MAPLE CREST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. **ALSO**

PARCEL 2: ENSEMENTS FOR INGRESS AND EGRESS AND PUBLIC UTILITIES AND PARKING AND DRIVEWAYS AS SET FORTH IN THE DECLARATION RECORDED IN THE 1768.

COOK COUNTY CLOTH'S OFFICE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 4, 1973 AS DOCUMENT NUMBER 22176857, IN COOK COUNTY, ILLINOIS.

03-24-200-086 VOLUME 235

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30TH day of JUNE . 1993 , 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 UNITED FINANCIAL MORTGAGE CORP.

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

202 BAST HIGHLAND, MOUNT PROSPECT, ILLINOIS 60056

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 MAPLECRES' HOMEOWNERS' ASSOCIATION

(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 (h) 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 righter covenant and agree as follows:

(Nede of Flanned Unit Development)

A. PUD OBLIGATION: 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 ling as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "vianket" 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) Lends: waives the provision is 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 or 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 Londer. 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 or claim for comages, 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 10.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express 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 assessment: 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.

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

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