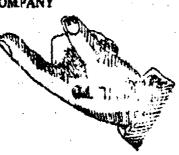
UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

OLD KENT BANK AND TRUST COMPANY

28 NORTH GROVE AVENUE HLGIN, ILLINOIS 60120

TONYA ARREDONDO, X311



LOAN NO. 808503

[Space Above This Lise For Recording Data]

MORTGAGE

THIS MORTAGE ("Security Instrument") is given on November 9, 1993. The mortgagor is JACK L. LEVITS and SHELLA T. LEVITT, HIS WIFE

("Borrower").

This Security Instrument is given to MORTGAGE MASTERS, INC.,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1701 EAST WOODFIELD JOAD, SCHAUNBURG, IL 60173 ("Lender"). Borrower owes Londer the principal sum of Sixty Five Thousand Dollars and no/100

Dollars (U.S. \$ 65,000.00). This debt is

cridenced by Borrower's note dated the same sate as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, Jro and payable on December 1, 2008 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 purpos, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

DEFT-01 RECORDINGS \$37.50
T#9999 TRAN 1768 11/19/93 09:44:00
#5072 # #-93-947863
COOK COUNTY RECORDER

SEE ATTACHED LEGAL DESCRIPTION

06-07-405-064 VOL: 60

which has the address of

800 SHADT OAKS DRIVE (Street) ELGIN (City)

Illinois 60120

("Property Address");

1150 (...)

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

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

limited 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

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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 & exceed the maximum amount a lender for a federally related mortgage loss may require for Borrower's escrow account premiums. These items are called "Bacrow liens." Lender may, at any time, collect and hold Funds in an amount not to Bostower to Leader, in accordance with the provinious of paragraph 8, in lieu of the payment of morigage insurance yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by cessizoid payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punda") for: (a)

dividence of carriers are selected or an area of expenditures of extends or otherwise in accordance with and hold Punds in an imount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the sect. ("RESPA"), valent another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect

applicable law.

Funds are pledged as additional security for all aums secured by this Security Instrument. Funds, showing credits and debits to the Funds and as perpose for which each debit to the Funds was made. The that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or carnaigs on the Funds. Borrower and Lender may agree in writing, however, provides otherwise. Unless an agreement is mad 1 or applicable law requires interest to be paid, Lender shall not be independent rest estate tax reporting service used by Lender in connection with this loss, unless applicable law permits Lender to make such a charge, I mywer, Lender may require Borrower to pay a one-time charge for an escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Punds and applicable law pay the Eacrow Bems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the (including Lender, if Lender is a tel to an institution) of in any Pederal Home Loan Bank. Lender shall apply the Punds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

up the deficiency in no more than twelve monthly payments, at Lender' (sole discretion. and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held If the Punds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

mans secured by this Security Instrument. or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Pri perty, Lender, prior to the acquisition Upon payment in full of all sums secured by this Security Instrument, Lader shall promptly refund to Borrower any

4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions an inclusible to the under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges are under the Note. peragraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; second, to amounts payable 3. Application of Payments. Unless applicable law provides offerwise, all payments socived by Lender under

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promyty furnish to pay thom on time directly to the person owed payment. Borrower shall promptly furnish to Lender all nource of Sorrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Lorrower shall Property which may attain priority over this Security Instrument, and lesschold payments or ground ran, if any.

Lender receipts evidencing the payments.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's optinion agrees in writing to the payment of the obligation secured by the lien in manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a)

SOIS PIES PROCES Leader rady, at Leader's option, obtain coverage to protect Leader's rights in the Proporty in accordance with to Londer's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, for the pariods that Leader requires. The insurance carrier providing the insurance shall be chosen by Borrower subject including flooris or flooring, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

UNOFFIC MACHINE (1904) PROPERTY THOUSE STORY TO THE STORY OF THE STORY T norngensq

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Borrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lander 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 shandons 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 durage 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, Whintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, stablish, 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 forfest are 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. Bor over may cure such a default and reinstate, as provided in persgraph 18, by causing the action or proceeding to be dismission 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. For ower 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 sequires fee title to the Property, the lesschold 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 effect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to inforce 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 oear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Leuier to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

unicas applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or taking of the Property in which the fair market value of the Property immediately before the taking is less than the value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market writing, the sume secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the sums secured by this Security Instrument immediately before the taking, unless Borrower and Leader otherwise agree in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

Property or to the sums occursed by this Security Instrument, whether or not then due. notice is given, Lendar to reallest and apply the proceeds, at its option, either to restoration or repair of the make an award or source a claim for damages, Borrower fails to respond to Londer within 30 days after the date the If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

instrument whether or not the sums are then due.

postpone the due date of the monthly payments referred to in paragraphs. Land 2 or change the amount of such Unless Lender and Borrow's pherwise agree in writing, any application of proceeds to principal shall not extend or

any night or remedy shall not be a waiver of or preclude the exercise of any right or remedy. demand made by the original Borrower or Borrower's antiques in interest. Any forbearance by Lender in exercising time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend interest of Borrower shall not operate to release the lightility of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 1). Borrower Pot Released; Fort Saynes By Leaster Pot a Waiver. Extension of the time for payment or

fastrument or the Mote without that Bosrower's consent. Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security not personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other mortgage, grant and convey that Borrower's interest in the Property under an terms of this Security Instrument; (b) is co-signs this Security Instrument but does not execute the Mote: (a) in the signing this Security Instrument only to provisions of paragraph 17. Borrower's covenants and agreements that he joint and several. Any Borrower who this Security Instrument shall bind and benefit the successors and saigns of Lender and Borrower, subject to the 12. Successors and Assigns Bound; Joint and Several Estivitity; Co-riginars. The covenants and agreements of

will be treated as a partial prepayment without any prepayment charge under the Note. principal owed under the Mote or by making a direct payment to Borrower. If a refund reduces principal, the reduction exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by refucing the necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Lorinwer which connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interproted so that the interest or other loan charges collected or to be collected in 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

as provided in this paragraph. notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given by first class mail to Leader's address stated herein or any other address Leader designates by notice to Borrower. Any Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

16. BOTTOWET'S Copy. Borrower shall be given one conformed copy of the Note and of this Security mainment.

natural pequen) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a 17. Transfer of the Property or a Beneficial Interest is Borrower. If all or any part of the Proporty or any

BOAR MIDE MARON

UNOFFICIAL COPMNO.....

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law's 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 Parrower, 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; Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one a charge 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. For ower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental L.w. 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 micessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances uefit ed 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 contracting asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means referral 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.

And a substitute of the substi		
19/4/94 Expires Expires 4/4/94	<u>(</u>	
Maureen E. Woltowicz Maureen E. Woltowicz Maisty Fublic, State of Illinois	Ś	
*35 SEAL"	Y	
A TO SERVICE AND A SERVICE AND	~*	
	IAV VESEDONDO'X211	This Instrument was propered by: 7 0 H
	olidari maloh	My Commission expires:
- X077 777 777	77/	
1) 59	4/4/	
	10 km Hh 11	Given under my hand and official seal, th
2 551		_
22774 /	a tarant l	gledwords and anorson in the sint on order on the section of the section of the contract of the section of the
verse the said instrument as	(a) whole name(s) subscribe to the	pernomility known to me to be the same person
77	06.000 0 10	. //
ahala T. Frank h		state do hereby certify that
Lary Public is and for said county and	ON 1.	bongianohm odi ,I
compl m:	Oxtox	2. SIONITH 30 31VLS
_		
	immergles/veterisk nov god i skri 🍎 🚜 sam	34.2
Number ————	Social Security 1	Social Security Number
terotiog.	(1662)	
((400)	(leak)	
1.XEO-OS-SEE MORIMIN	Social Security I	T'
111A37	THE NEW 1.	<u> </u>
41/gV) N N	July Carl	
	6 11/1	9/5c.
752-30-15E	Social Security 3	
EVIVI.	זעכע וי ו	
(hos) Novah -1 Assy!		
		:808astdiW
- '	STOWER EDG TOCORDED WITH IL.	Instrument and in any rider(s) executed by Bo
ons contained in this Security	atteves him attrest out to assign bese at	BY SIGNING BELLOW, Bostower accept
**		Other(s) [specify]
Decond Home Rider The contained in this Security	Rate Improvement Rider	Balloon Rider
Rider Biweekly Payment Rider	Planned Unit Development	Crackasted Payment Rider
i Family Rider	Condominium Rider	Tobis Rate Rider
TO THE OWNER OF THE OWNER		Security Instrument. [Check applicable box(e
an to rider(s) were a part or this	COUCUE OI HIS SOCHLICA INSTANDANT SE	amend and supplement the coverants and agir
ti de incorporated into and anali	nd agreements of each such rider sha	with this Security Instrument, the coverants a
y Borrower and recorded together	If one or more riders are executed b	24. Riders to this Security Instrument.

Number S1376758

3. The land referred to in this Commitment is described as follows:

THAT PART OF LOT 16 IN COBBLER'S CROSSING UNIT 3, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1989 AS DOCUMENT NUMBER 89-328812, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE NORTH 81 DEGREES 15 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY LINE OF LOT 10, 116.25 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTH 5 DEGREES 20 MINUTES 51 SECONDS WEST, 105.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 16, THENCE WESTERLY ALONG THE SCUTHERLY LINE OF SAID LOT 16, BEING A CURVED LINE CONVEX NORTHFRLY AND HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 25.33 TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 84 DEGREES 13 MINUTES 22 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 16, 8.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 5 DEGREES 46 MINUTES 38 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 16, 106.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE NORTH 84 DEGREES 42 MINUTES 38 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 16, 42.49 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH P1 DEGREES 15 MINUTES 17 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 16, 12.30 C/ort's Orrica FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Coot County Clert's Office

UNOFFICIAL COPY:

LOAN NO. 808503

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9 t h day of 0 v e m b e r , 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 MORTGAGE MASTERS, INC.

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

800 SHADY DAKS DRIVE, ELGIN, IL 50120

(Property Address)

The Property include, 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

COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a pert of a planned unit development known as

CORBLER'S CROSSING

[Name C. Pinnest Unit Development]

(the "PUD"). The Property also includes Borrover'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 satisficiously 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 Londer.

FOYN NO' 808203

1948 besiveA DEVE DETE MINOT

> E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior Instrument as provided in Uniform Covenant 10. 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 to Borrower in commerciou with any condemnation or other taking of all or any part of the Property or the

D. Condennation. The proceeds of any award or claim for damages, direct or consequential, payable

written consent, either partition or subdivide the Property or consent to:

(i) the absardonment 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

(ii) my summent to any provision of the "Constituent Documents" if the provision is for the or eminent domain;

securion of the memorant less to notiquizes has memorant anoiseolouq to notizement (16) express teachit of Lander;

n acoissicosa.

maintained by the Camera Ansociation unacceptable to Lender. (vi) And a tions which would have the effect of rendering the public liability insurance coverage

amounts shall bear interest from its date of disbursement at the Note rate and shall be payable, with interest, secured by the Security Inscriment. Unless Borrower and Lender agree to other terms of payment, these them. Any amounts disburned by Lender under this paragraph F shall become additional debt of Borrower F. Ressection. 10 Jurawez does not pay PUD duce and assessments when due, then Lender may pay

upon notice from Lender to Borrawer requesting psyment.

BY SIGNING BELOW, Borrower anopia and agrees to the terms and provisions contained in this PUD

Borrower (Soal) Borrower (last). Borrower (See!). Borrower (Scal)

- PSC/CMID++\0392\3120(09-90)-F PAGE 2 OF 2 MULTISTATE PUD RIDER-SINGLE PAMILY-PUMA/PHILMC UNIFORM INSTRUMENT