

WISCONSIN  
DEPARTMENT OF REVENUE  
STATE OF WISCONSIN  
MORTGAGE

93036590

LOAN NO. 188211

Term Above This Line For Recording Date

MORTGAGE

DEPT-01 RECORDING

19444 TRAM 2007/01/14/172 10/12/10  
89923 C # 93-031000  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 01, 1933. The mortgage is  
SECURED BY: DEPOSITED FOR OTHER RECORDING

["Borrower"]. This Security Instrument is given to

93036590

CO MORTGAGE CORPORATION, A WISCONSIN CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN and whose  
address is 5764 FALLARBOR AVE., BLDG. 252, WEST WISAS, WI 53187  
("Lender"). Borrower owns, or is the principal owner of  
TWO HUNDRED FIFTYTHREE THOUSAND AND 00/100

Dollars (U.S. \$ 253,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly  
payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01, 1936. The Security  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, with all  
modifications of the Note; (b) the payment of all other debts, 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:

PARCEL 1: LOT 7 IN BLOCK 1, IN SHERMAN HOMELAND ASSOCIATION SUBDIVISION,  
NEAR A SUBDIVISION OF PART OF LOTS 1 TO 3 DELIVERED, AND PART OF LOT 7 IN  
THE COOK COUNTY'S DIVISION OF THE NORTH 1/2 OF BLOCK 3 IN BRISTOL'S  
ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS, ACCORDING TO THE PLAN RECORDED AS EXHIBIT NO. 2324173, IN  
COOK COUNTY, ILLINOIS.

11-31-204-013

PARCEL 2: INTEREST APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET  
FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR SHERMAN HOMELAND SUBDIVISION RECORDED SEPTEMBER 23, 1975 AS INSTRUMENT NO. 2124174,  
FOR THE PURPOSES OF MORTGAGE, LITIGATION, FORECLOSURE AND REPAIR, ALL IN COOK  
COUNTY, ILLINOIS,  
which has the address of 525 N FALLARBOR AVE.  
Chicago, Illinois 60616 ("Property Address")

RECORDED  
(Cook Co)

CLERK OF COURT  
Clerk of Court  
Clerk of Court

Form 3614 (87)  
Revised 4-8-87

THIS MORTGAGE IS BEING RECORDED BY ORDER TO HOLD THE ATTACHED  
PLANNED UNIT DEVELOPMENT (PUD) PLANS

93139870

Form No. 100 (Rev. 11-81)

OCCUPANCY RIDER

This OCCUPANCY RIDER is made JANUARY 25, 1993, and is incorporated into and amends and supplements 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 No. 93139870 (the "Note") of the same date (the "Date") and covering the property described in the Security Instrument and located at:

PROPERTY ADDRESS 938 W PULLMAN AVE.  
CHICAGO, IL 60614

OCCUPANCY AGREEMENTS  
In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary residence. Lender reserves non-primary residence (also an official) terms.
2. The Borrower desires Lender to make this loan to Borrower.
3. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary residence and that Borrower will so occupy this property as an actual primary residence within sixty (60) days after the date of the Security Instrument.
4. If Borrower does not meet the promise to occupy the property as Borrower's primary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument:
  - a. Power of Sale;
  - b. Decrease the term of the Note and adjust the monthly payments under the Note accordingly;
  - c. Increase the interest rate and/or the monthly payments under the Note accordingly;
  - d. Require that the principal balance be reduced to 50% of the lesser of the original purchase price or the appraised value.

CONFLICTING PROVISIONS  
Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of this Rider shall control.

TERMINATION OF AGREEMENT  
The provisions of this Rider shall terminate and end upon the sale and purchase of the Note secured by this property to the Federal National Mortgage Association of the Federal Home Loan Mortgage Corporation. If the Security Instrument is assigned to another lender, this Rider may, at the election of the assignee, be terminated.

IN WITNESS WHEREOF, Borrower has executed this Occupancy Rider.

Suzanne Craig  
Borrower

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Lender

STATE OF Illinois  
COUNTY OF Cook ] ss.

I, the undersigned Notary Public in and for the aforesaid State and County do hereby certify that Suzanne Craig Borrowers, personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 27 day of JANUARY 1993.

OFFICIAL SEAL  
CHICAGO COUNTY  
Notary Public  
My Commission Expires 9/1/95

My commission expires \_\_\_\_\_

93139870

LOAN NO. 0593111

TOGETHER WITH all the improvements now or in the future located on the property, and all croplands, apartments, and  
dairies now or hereafter a part of the property. All such tenants and liabilities shall also be covered by this Security Instrument.  
All of the foregoing is subject to the following provisions:

**PROPERTY COVENANTS** that Borrower in transferring title to the property hereby conveys and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and  
will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** constitutes a valid security instrument, enforceable in accordance with the provisions herein,  
and is subject to the provisions of the Uniform Security Instrument Act, as amended.

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

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to  
Lender on an annually basis payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes  
and assessments which may attach prior to the Security Instrument or a lien on the Property; (b) yearly household payments  
or ground rents on the Property, if any; (c) yearly household or property insurance premiums; (d) yearly flood insurance premiums, if  
any; (e) yearly crop or insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the  
provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These sums are called "Funds for Taxes and  
Insurance". Lender may, at any time, collect and hold Funds in a separate account in the name of the Lender or a trust created under the  
provisions of the Uniform Gifts to Minors Act, 1925 (U.G.M.A.), or any other law that applies to the Funds and a trustee  
account. If so, Lender may, at any time, collect and hold Funds in an account not to be named the latter account. Lender may  
withhold the amount of Funds due on the date of record date and reasonable out-of-pocket expenses of the Lender (including  
charges) in accordance with applicable law.

The Funds shall be held in an institution, a trust, or a custodial account as directed by a federal agency, instrumentality, or entity (including  
Lender, if Lender is such an institution) or by any Federal Home Loan Bank. Lender shall apply the Funds to pay the Encumbrances.  
Lender may not charge Borrower for holding or applying the Funds, annually analyzing the current account, or verifying the  
Encumbrances, unless Lender pays Borrower in full out of the Funds and applicable law permits Lender to make such a charge.  
However, Lender may require Borrower to pay a reasonable charge for an independent and usual fee reporting service used by  
Lender in connection with this loan, unless applicable law prohibits otherwise. Unless so agreed in writing as applicable law  
requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and  
Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, with a charge, an  
annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which such debits to the Funds were  
made. The Funds are pledged as additional security for all sums secured by the Security Instrument.

If the Funds held by Lender exceed the amounts provided to be held by applicable law, Lender shall account to Borrower for  
the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is  
not sufficient to pay the Encumbrances when due, Lender may at any time require Borrower to pay, in such case Borrower shall pay to  
Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve  
monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds  
held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the  
Property, shall apply any Funds held by Lender in the form of acquisition or sale as a credit against the sums secured by this  
Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs  
1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2,  
third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges Due.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property  
which may attach prior to the Security Instrument, and household payments or ground rents, if any. Borrower shall pay these  
obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the  
person or persons to whom they are payable. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If  
Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in  
writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the  
lien, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion appear to prevent the  
enforcement of the lien; or (c) secures the lien in the holder of the lien an agreement satisfactory to Lender substantially in the form of  
this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to the  
Security Instrument, Lender may give the owner a notice identifying the lien. Borrower shall satisfy the lien or take any action  
of the nature set forth above within 15 days of the giving of notice.

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Form 1016 1/74  
11/10/74

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LOAN NO. 93139970

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, lightning, theft, and other causes...

All insurance policies and amounts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and amounts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices...

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to reconstruction or repair of the Property. If the reconstruction or repair is economically feasible and Lender's security is not impaired, the insurance proceeds shall be applied to the reconstruction or repair...

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 paragraph 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall inure to Lender to the extent of the sums covered by the Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's Loan Application, Leasehold, Deed and other documents shall be subject to the terms of the Security Instrument. 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 completion, unless Lender otherwise agrees 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, an administration or foreclosure or to enforce laws or regulations), 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 retaining on the Property to make repairs...

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 requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. If a financially 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 lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loan secured in lieu of mortgage insurance. Lender reserves the right to cancel these payments at any time.

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LOAN NO. 0839310

proceeds 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 requirements for mortgage insurance under its requirements with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable control visits and inspections of the Property. Lender shall give Borrower notice of its right to do so in writing at least 10 business days before the inspection.

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

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

If the Property is taken for public use, or if, after notice by Lender to Borrower that the condemnor offers to make an award or other offer for the Property, Borrower fails to accept it, Lender within 30 days after the date the award is given, Lender is authorized to collect and apply the award to the sums secured by this Security Instrument, whether or not then due.

11. Borrower Not Released. Borrower's obligations under this Security Instrument shall not be discharged or otherwise affected by the date of the maturity of the debt or the date of the completion of the work for which the loan was made.

12. Remedies and Assignments. Lender shall be entitled to enforce its obligations under this Security Instrument and to enforce its obligations under the Note. Lender shall not be required to release the liability of the principal debtor or Borrower's successors in interest. Lender shall not be required to commence proceedings against any guarantor in interest or to accept any assignment or subordination of the debt secured by this Security Instrument by means of any document made by the original Borrower or Borrower's successors in interest. Any subordination by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Lender's and Assignee's Rights and Several Liability. The terms and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument does not exonerate the Note: (a) in regarding this Security Instrument as a mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) in that Borrower is jointly obligated to pay the sums secured by this Security Instrument; and (c) in that Lender and any other Borrower may agree to amend, modify, substitute or make any accommodations with regard to the terms of this Security Instrument or the Note under the Borrower's consent.

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

15. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering a copy by mail to any other address Borrower designates by notice to Lender. The notice shall be directed to the Property Address or address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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LOAN NO. 02531110068

16. Borrower's Copy. Borrower shall be given one confidential copy of the Note and of this Security Instrument.  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if consent 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 (with) which Borrower may pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may take any remedial permitted by this Security Instrument without further notice or demand on the part of Lender.

18. Borrower's Right to Reinstatement. If Borrower makes certain payments, Borrower shall have the right to have the acceleration of this Security Instrument rescinded at any time prior to the earlier of (a) 3 days (or such other period) as applicable law may require for reinstatement before sale of the Property pursuant to any process of sale authorized in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are met if Borrower (a) pays Lender all sums which then are due and which this Security Instrument and the Note as if no acceleration had occurred, (b) enters an affidavit of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (d) makes such other or Lender may reasonably require to ensure that the lien of this Security Instrument shall remain 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 is subject to and shall not apply in the case of acceleration under paragraph 17.

19. Change of Lender or Loan Servicer. The Note is a partial interest in the State Property; with this Security Instrument, Lender shall not be deemed to have transferred its interest in the State Property to Borrower. A change of lender or loan servicer shall not constitute a change in the State Property. Lender may assign or otherwise dispose of its interest in the Note and this Security Instrument. These sums may be paid to any other lender or loan servicer designated in a note of the Note. If there is a change of the Lender or loan servicer, Borrower will be given a notice of the change if it complies with paragraph 18 above and applicable law. The notice will state the name and address of the new Lender 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 substance on or in the Property. Borrower shall not do any other act that may, in the presence, use, or storage of the Property, result in violation of any Federal, State, or local law. The preceding two sentences shall not apply to an appropriate or normal residential use of the Property or of any portion of the Property.

Borrower shall promptly give Lender a copy of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or person pertaining to the Property and any hazardous substance or environmental law of which Borrower has actual knowledge or is or should be aware, or is notified by any governmental or regulatory authority, that may result in or cause cessation of any business or activity conducted on the Property.

As used in this paragraph 20, "hazardous substance" shall mean any substance defined as toxic or hazardous under any Federal, State, or local law, or any substance defined as toxic or hazardous under any Federal, State, or local law, or any substance defined as toxic or hazardous under any Federal, State, or local law, or any substance defined as toxic or hazardous under any Federal, State, or local law. "Environmental law" shall mean any law, regulation, or order issued by any governmental or regulatory authority, that may result in or cause cessation of any business or activity conducted on the Property.

21. Acceleration Remedies. Borrower and Lender shall be deemed to have agreed as follows:  
21.1. Acceleration Remedies. Lender shall give notice to Borrower of any acceleration under paragraph 17 unless any covenant or agreement in this Security Instrument (and not just 21) requires notice under paragraph 17 unless applicable law provides otherwise. The notice shall specify (a) the date by which the acceleration is to be cured and (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (c) 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 request the rescission of the non-accrual of interest on any other default of Borrower in accordance with the Note and this Security Instrument. If the default is 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, and by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and costs of this section.

21.2. Interest. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any reasonable costs.

21.3. Release of Remedies. Borrower waives all right of its personal exemption in the Property.

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# UNOFFICIAL COPY

LCAR NO. 0807111

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and received together with this Security Instrument, the contents and agreements of each such rider shall be incorporated into and shall amend and supplement the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider      |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Monthly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Reopener Rider            | <input type="checkbox"/> Second Home Rider     |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) Specify: _____        |  |
|  | Occupancy Rider   |  |

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

Witness:

\_\_\_\_\_ (Borrower)

\_\_\_\_\_ (Witness)

*Suzanne Craig*  
SUZANNE CRAIG

047-28-2833

STATE OF ILLINOIS

\_\_\_\_\_ County

I, SUZANNE CRAIG, a Married Person in and for said county and state of Illinois, do hereby certify that I am the owner of the premises described in the foregoing instrument, appeared before me this day in person, and acknowledged that I signed and delivered the said instrument as my free and voluntary act, for the uses and purposes therein expressed. Given under my hand and official seal, this 15 day of JANUARY, 1992.

My Commission Expires:

OFFICIAL SEAL  
CHUPA  
Notary Public, State of Illinois  
My Commission Expires 6/30/94

This instrument was prepared by:

42-117

1992

93439870

# UNOFFICIAL COPY

LOAN NUMBER: 0593111

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5th day of JANUARY, 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

GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION

(the "Lender")

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

925 W FULLERTON AVE.  
CHICAGO, ILLINOIS 60614

[Property Address]

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

COVENANTS, CONDITIONS, AND RESTRICTIONS

(the "Declaration").

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

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

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

Form 3156 9/90

Page 1 of 2

VMP MORTGAGE FORMS - (313)203-8100 - (800)521-7201

7 (9107)

Initials: 

93139870



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LOAN NUMBER: 0593111

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any 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;

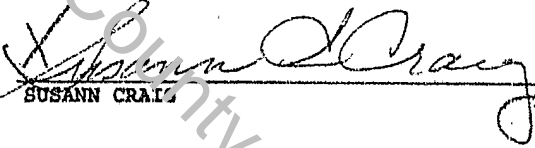
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(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 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.

  
SUSANN CRAIG

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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JESSE WHITE  
RECORDER OF DEEDS, REGISTRAR OF MORTGAGES  
COOK COUNTY, ILLINOIS

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TO

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Record Book No. \_\_\_\_\_

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(FORM 29)