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person without Lender's prior written consent. Lender may at its option require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

17. 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, after which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have endorsement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days for each other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any terms of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (iv) 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 compliance 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 release in the Note (together with this Security Instrument) may be sold one or more times. Lender shall give notice to Borrower. A sale may result in a change in the entity (referred to 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. 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 allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two provisions shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as an 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 Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any government or a regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the paragraph 20 "Hazardous Substances" are those materials defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, lead, lead-based paint, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, volatile organic compounds, radon, radon progeny, and radon decay products. As used in the paragraph 20, "Environmental Law" means federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender hereby covenant and agree as follows:

21. Acceleration, Remedies. Lender shall give notice to Borrower prior to exercise of any 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) if applicable, 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 also immediately proceed 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 the paragraph 21, including, but not limited to, reasonable attorney's fees and costs of this suit.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Hazardous Substances. Borrower waives all right of hazardous exemption in the Property.

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

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

In the event of a total taking of the Property, the amount shall be applied to the sums secured by the Security Instrument whether or not then due with any amount 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 75% of the sums secured by the Security Instrument, the amount of the sums secured by the Security Instrument shall be reduced by the amount of the proceeds received by the Borrower (after the taking). Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower or a later notice by Lender to Borrower that the condonee offers to make an award or make a partial payment, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to take and apply the proceeds or its option either to restoration or repair of the Property or to the sums secured by the Security Instrument, whether or not then due. 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 such payments.

11. **Borrower Waives Foreclosure by Lender as a Waiver.** Extension of the time for payment or modification of amount of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of Borrower to obtain time for payment or otherwise modify or discharge the sums secured by the Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be construed to include the waiver of any right or remedy.

12. **Successors and Assigns, Joint and Several Liability, Co-signers.** The covenants and agreements of the Security Instrument shall bind and benefit the heirs, assigns 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 the Security Instrument but does not execute the Note (a) is co-signing the Security Instrument only to help secure the sums secured by the Security Instrument, and (b) agrees that Lender and any other Borrower may agree to amend, modify, forbear or discharge the sums secured by the Security Instrument to the Note without the Borrower's consent.

13. **Loan Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted amount, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits shall be refunded to Borrower. Lender may choose to make the refund by reducing the principal owed 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.

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

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

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of the Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Property is sold or transferred) and Borrower is not a natural

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In addition to this Security Instrument, if one or more notes are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such note shall be incorporated into and shall extend and supplement the covenants and agreements of this Security Instrument as if the notes were a part of this Security Instrument.

(Check applicable boxes)

- | | | |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Note | <input type="checkbox"/> Condominium Note | <input type="checkbox"/> 1-4 Family Note |
| <input type="checkbox"/> Graduated Payment Note | <input checked="" type="checkbox"/> Planned Unit Development Note | <input type="checkbox"/> Security Payment Note |
| <input type="checkbox"/> Reverse Note | <input type="checkbox"/> Rate Representative Note | <input type="checkbox"/> Second Home Note |
| <input type="checkbox"/> Other (Specify) | | |

By SIGNING BELOW Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and to any other document by Borrower and recorded with it.

Signed, sealed and delivered in the presence of

[Signature]

[Signature] (Date)
BARBARA A. COZZINE - Borrower

Total Security Number 102-22-1000

_____ (Date)

_____ (Date)

_____ (Date)

Total Security Number _____ (Date)

_____ (Date)

Total Security Number _____ (Date)

_____ (Date)

Total Security Number _____ (Date)

_____ (Date)

Total Security Number _____ (Date)

STATE OF ILLINOIS

COOK

County of

I, THE UNDERSIGNED

a Notary Public in and for said county and state do hereby certify

that BARBARA A. COZZINE, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument appeared before me this _____ day of _____, 1991

and acknowledged that _____

is the _____

(Sign under my hand and official seal, this 15th

day of November, 1991

My Commission Expires

[Signature]

This instrument was prepared by

7241 SOUTH



Form 8996 080 1-90

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Property of Cook County Clerk's Office

I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF DOCUMENT #

91632695

Cara Mosely Braun

RECORDED BY THE
CLERK OF COOK COUNTY, ILL.

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Loan No. 049143RV

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of November, 1991 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 MAJESTIC MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4630 JADE LANE HOFFMAN ESTATES, ILLINOIS 60195

[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 & RESTRICTIONS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT #86-249154, RELATING TO LOT AREA AND WIDTH; BUILDING SIZE, COST, QUALITY, USE & LOCATION, ECT., AND THE CREATION OF CASTLEFORD HOMEOWNERS ASSOC., ECT.

(the "Declaration") The Property is a part of a planned unit development known as HEARTHSTONE UNIT-2

[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 that: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) and by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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

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

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

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

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

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.

DEPT-01 RECORDING \$37.30
 1#0010 TRAN 0667 03/17/93 09:44:00
 #6218 # -93-198530
 COOK COUNTY RECORDER

93198530

3730

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GALLASHER FINANCIAL
 7241 Southwest 63rd Ave
 SUITE 102A
 SOUTH MIAMI FL 33143

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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.

Barbara A. Cozzone

BARBARA A. COZZONE

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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