UNOFFICIAL C PAMELA SCHLOTTMA ELGIN, IL 60123 7715C 27262C HER I I'M RECORD RECORD AND RETURN TO: 叶有限27 PH 1:24 93308963 LINCOLN MORTGAGE CORPORATION 450 SHEPARD DRIVE-SUITE 18 ELGIN, ILLINOIS 60123 **MORTGAGE** 815548 THIS MORTGAGE ("Security Instrument") is given on APRIL 20, 1993 DANIEL B. LUKASZEWICZ, SINGLE, NEVER MARRIED ("Borrower"). This Security Instrument is given at LINCOLN MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS address is 450 SHEPARD DRIVE-SUITE 18 ("Lender"). Borrower owes Lender the principal sum of ELGIN, ILLINOIS 60123 SEVENTY FOUR THOUSAND 74,000.00 ) AND 00/100 Dollars (U.S. \$ 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 194 1, 2023 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 literest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's evenants 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 I: LOT 5 IN BLOCK 30 IN THE TRAILS UNIT 3, BEING A SUBDIVISION IN THE SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION 07-35-312-012 which has the address of 496 CONWAY BAY, ROSELLE 60172 Illinois [Zip Code] KLINOIS-Single Femily-Fannie Mae/Freddie Mea UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (818)895-8100 - (900)825-7891...;

BOX 15

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

If Borrower makes these payments directly, Borrower shall prompily furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower shall pay 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums accurad by Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all aums secured by this Security Instrument, Leads shall prompily refund to Borrower any shall pay to Lender the amount necessary to make up the deficiency. Bor row r shall make up the deficiency in no more than twelve monthly payments, at Londer's sole discretion.

time is not sufficient to pay the Escrow Home when due, Lender may so writing Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable are. If the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to 1-held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as addition a security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender at at be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, traces applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrows, to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender par a Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items, Lender may not charge to rower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Lender may estimate the schount of Funds due on the besis of current data and reasonable estimates of expenditures of future sets a lesser amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage to may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Londor may, Any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow liense." if eny; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with and associations wanter meant proves of the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or ground tents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or ground tents on the Property in accordance with and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lesschold payments. Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to the

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

UNIFORM COVENANTS. Bostower and Lender covenant and agree as follows:

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

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

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

Borr wer shall loop he imployement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "existed coverage" and any other hazards, including shoots or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower 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 Frozenty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisitor.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and become 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 Londer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Rorrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or coincit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Becurity Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by sausing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inscurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the governants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender wrights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Londor 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, apporting in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take actica under this paragraph

Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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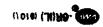
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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. to be severable.

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

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

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

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded people limit; and (c) and sums already collected from Borrower which exceeded people limit; and (d) and sums are sums summarised and sums are summarised are summarise loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the scoont necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected con-collected in connection with the

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Mote without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Berrower may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instruments (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security fratrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be join and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and Lander and Borrower, subject to the provisions of 13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

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

11. Borrower Not Released; For Lance By Lender Not a Waiver. Extension of the time for payment or modification postpone the due date of the month! I syments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

secured by this Security Instrument, whether or not then due. Leader is sulhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

award or settle a clair. For damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an be applied to the turns secured by this Security Instrument whether or not the sums are then due.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender. condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

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

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17. Transfer of the Property or a heneficial Interest in Borrower. If an orany part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or note 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 unalized to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances & fixed as toxic or hazardous substances by Environmental Law and the following substances: gasoline, keroseno, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under par graph 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 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 of proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Aiders to this Security instrument. It one or more riders are executed by Borrower and recorded together with this Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend subplement the coverants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

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#### PARCEL 1:

LOT 5 IN BLOCK 30 IN THE TRAILS UNIT 3. BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35. TOWNSHIP 41 NORTH, RANGE 10. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEPZOF RECORDED JANUARY 4, 1973 AS DOCUMENT 22,176,580, IN COOK COUNTY, ILLINOIS.

#### PARCEL II:

EASEMENT OVER OUT LOTS "A", "B" AND "C" FOR INGRESS AND EGRESS, AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT 21,992,274 AND AS CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT 22,223,915. IN COOK COUNTY, ILLINOIS.

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#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20TH day of APRIL , 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 LINCOLN MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and 496 CONWAY BAY, ROSELLE, ILLINOIS 60172 The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration"). The Property is a part of a planned unit development known as THE TRAILS (Name of Flanned 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 ruther covenant and agree as follows: A PUD OBLIGATION .. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (III) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessment. Imposed pursuant to the Constituent Documents. B. HAZARD INSURANCE. So ong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "biarkot" 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 hazard. Included within the term "extended coverage," then: (i) Lender waives the provision in imiform 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 wire 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 Porrower. C. PUBLIC LIABILITY INSURANCE. Borrower shall take such cotions as may be reasonable to insure that the Owners Association maintains a public liability insurance prilicy 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. E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Luryer 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 to 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 Sakas (Seel) LUKKSZEWICZ

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