

UNOFFICIAL COPY

MORTGAGE 94584300

THIS INDENTURE WITNESSETH: That the undersigned LOUIS KIESSLING, MARRIED TO ARACLI KIESSLING

CITY OF CHICAGO County of COOK State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WASHINGTON SAVINGS BANK STATE OF ILLINOIS a corporation organized and existing under the laws of the hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

LOT 35 IN BLOCK 6 IN MCILLIAN AND WETMORE'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2733 S KEDVALE CHICAGO, IL 60623 PIN# 16-27-413-013-0000

The mortgagor shall not suffer or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any right, title or interest in and to the said property, or any portion thereof, or of any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property. The mortgagee may collect a "late charge" in accordance with the statutory provisions and Association bylaws relating thereto, for the non-payment of each aggregate monthly payment (total of all payments to be made hereunder) when due.

This is not Homestead Property.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of SIXTY THOUSAND EIGHT HUNDRED DOLLARS AND NO/100'S Dollars (\$ 60,800.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of SIX HUNDRED SIXTEEN DOLLARS AND 69/100'S DOLLARS (\$ 616.69) on the 1ST day of each month, commencing with JULY 1, 1994 until the entire sum is paid.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

BOX 333-CTI

1182 7512903 DBM

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County Clerk's Office

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Property of Cook County

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EASEMENT FOR USE AND ENJOYMENT AND INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, OVER, UPON AND ACROSS THE COMMON AREA AS DESCRIBED IN THE DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR DEARBORN PARK II - NEWGATE SQUARE RECORDED MAY 28, 1993 AS DOCUMENT 93407102, FIRST AMENDMENT THERETO RECORDED AUGUST 9, 1993 AS DOCUMENT 93623639, SECOND AMENDMENT THERETO RECORDED JANUARY 1994 AS DOCUMENT 94013644 AND AS CREATED BY DEED RECORDED _____ AS DOCUMENT _____

PARCEL 2:

THE SOUTH 36.0 FEET OF THE NORTH 72.0 FEET OF THE SOUTH 144.0 FEET OF THE WEST 25.32 FEET OF THE EAST 132.64 FEET (EXCEPTING THEREFROM THAT PART LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT 4.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PARCEL TO A POINT 6.0 FEET EAST OF SAID SOUTHWEST CORNER) OF LOTS 2, 4, 5 AND 6, TAKEN TOGETHER AS A TRACT, IN NEWGATE SQUARE RESUBDIVISION, UNIT 1, BEING A RESUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1315-A:

PARCEL 1:

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

ORDER NO.: 1401 007511308 DB

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Property of Cook County Clerk's Office

2025-01-03

10:00 AM

paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property, or other material impairment of the lien created by this Security Instrument or inaccuracy 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection, an inspection, or a claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or conveyance 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, 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 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing; the sums secured by this Security Instrument 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 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, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, to the extent of the sums secured by this Security Instrument, and the remainder shall be applied to the sums secured by this Security Instrument, whether or not then due.

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

Unless Lender and Borrower otherwise agree in writing, any application or 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.

1. Borrower Not Released; Forbearance by Lender. Extension of the time for payment or modification of amortization of the sums secured by this 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 or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants 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 (but does not execute the Note); (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. 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 loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this 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. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail 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 this Security Instrument shall be deemed to have been given to Borrower or Lender when provided as provided in this paragraph.

15. Governing Law; Sovereignty. 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 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 and the provisions of this Security Instrument and the Note are declared to be severable.

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Property of Cook County Clerk's Office

11/11/2011 10:11:11 AM

11/11/2011 10:11:11 AM

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Loan # 0003385044
Copies: 1 of 3 - Return to Lender
2 of 3 - Borrower
3 of 3 - Title

COPY 01 OF 03

CLOSER ID: 10474
FNMA/FHLMC Uniform Instrument 3014 8/90
Page 1 of 5
ATM
10/11/2009 4:41 PM - Single Party

- Adjustable Rate Rider
- Graduated Payment Rider
- Condominium Rider
- Planned Unit Development Rider
- Convertible Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

Others) specify

16. Borrower's Copy. Borrower shall be given one conformed 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) 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 exercised by federal law as of the date of this Security Instrument. 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 Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued by any time prior to the earlier of: (a) 5 days for 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 reinstatement shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the change in Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 17 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 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date; (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 proceedings the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of litigation.

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 recording or other charges.

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

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

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Property of Cook County Clerk's Office

11/11/10

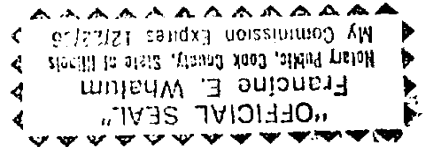
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Loan # 0003385044
Copies: 1 of 3 - Return to Lender
2 of 3 - Borrower
3 of 3 - File

COPY 01 OF 03

CLOSER ID: 10474
FIMA/FHLM Uniform Instrument 2014 9/90
A1M5
Page 5 of 5
Lender (BOS) 4/81 IL - Single Family

Property of Cook County Clerk's Office



MY COMMISSION EXPIRES:

1994

PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.
1994
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 5 DAY OF May

THAT Jeffrey N. Fairchild and Lori L. Fairchild, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK

(Space Below This Line For Acknowledgment)

Date

Date

Date

Date

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

LORI L FAIRCHILD
Lori L. Fairchild

5-5-94

JEFFERY N FAIRCHILD
Jeffery N. Fairchild

05-05-94

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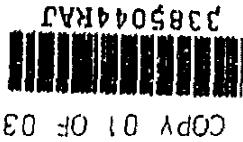
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Property of Cook County Clerk's Office

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CLOSER ID: 10474
CARL Maximum Interest Rate 1-4 Units
Page 1 of 2 SRA1
L1117 (H04) 5/90 NATIONWIDE
Copies: 1 of 3 - Lender
2 of 3 - Borrower
3 of 3 - File
Loan # 0003385044

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"MARGIN" The Margin is 2.875%.
"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.
"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.
"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2.
"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.
"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.
"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

THE "INDEX" IS THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (BUT GENERALLY NOT PUBLISHED UNTIL ONE WEEK AFTER IT IS MADE AVAILABLE). THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS NO LONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS BASED UPON COMPARABLE INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE.

3. INTEREST RATE ADJUSTMENTS

(A) Definitions

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

Lender for similar transactions.
pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest has successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's

A. ASSUMPTION

Borrower and Lender further covenant and agree as follows:

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument,

(the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Note to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK
to Secure Debt dated MAY 05, 1994
given by the undersigned (the "Borrower") to secure Borrower's
This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed

DOC. 022

RIDER TO SECURITY INSTRUMENT

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Loan # 0003385044
Copies: 1 of 3 - Lender
2 of 3 - Borrower
3 of 3 - File

(COPY 01 OF 03

CLOSER ID 111774
PUD RIDER - Single Family
FURNITURE UNIT OR INSTRUMENT FORM 3150 12/83
Page 1 of 3 (P1A1)
0003385044 (0003 0003 0003 0003 0003 0003)

(the "Declaration"). The Property is a part of a planned unit development known as DEARBORN PARK 11 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: (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 amount, 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.

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 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:

(a) 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.

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5TH day of MAY, 1994 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 FIRST NATIONAL SAVINGS BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1315 A SOUTH PLYMOUTH COURT
UNIT A
CHICAGO IL 60605-0000

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 C C AND R'S AS AMENDED FROM TIME TO TIME.

PLANNED UNIT DEVELOPMENT RIDER

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Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Loan # 0003385044
Copies: 1 of 3 - Lender
2 of 3 - Borrower
3 of 3 - Title

COPY 01 OF 03

CLOSER ID: 10474
PUD RIDER - Single Family
FINANCIAL INSTRUMENT Form 3150 12/83

RECORDED

Property of Cook County Clerk's Office

Date	(Seal)	
Date	(Seal)	
Date	(Seal)	5-5-94
Date	(Seal)	05-05-94

JEFFERY N FAIRCHILD
LORI L FAIRCHILD

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.

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