

UNOFFICIAL COPY

THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY
FLOSSMOOR, ILLINOIS 60422

94683501



RECEIVED

JUL 01 1994

FILED IN DELORES MCNINAGA

LN #

94381182

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-01 RECORDING \$41.00
T#1111 TRN 5039 04/28/94 10:04:00
#8086 *94-381182
COOK COUNTY RECORDER

PH

THIS MORTGAGE ("Security Instrument") is given on APRIL 26 1994. The mortgagor is CAROLE AHMER A WIDOW AND NOT SINCE REMARRIED AND LISA AHMER A SPINSTER

("Borrower"). This Security Instrument is given to THE FIRST MORTGAGE CORPORATION

DEPT-01 RECORDING \$41.00
T#1111 TRN 5039 04/28/94 10:01:00
#8078 *94-381181
COOK COUNTY RECORDER

which is organized and existing under the laws of ILLINOIS address is 19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422

("Lender"). Borrower owes Lender the principal sum of

NINETY ONE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 91,500.00).

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 MAY 1 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

94683501

SEE ATTACHED LEGAL DESCRIPTION
TAX I.D.#31-06-205-008

DEPT-01 RECORDING \$41.00
T#1111 TRN 6149 08/03/94 11:26:00
#9795 #CG *94-683501
COOK COUNTY RECORDER

94381182

which has the address of 18334 PINWOOD LANE, TINLEY PARK Illinois 60477 ("Property Address"); [Zip Code]

(Street, City),

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91



VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8

Initials: CA LR

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE ADJUSTABLE RATE RIDER

94683501

4/00

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INTERCOUNTY TITLE



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Property of Cook County Clerk's Office

REC'D 11/11/08

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Form 3014 9/90 Initial

Page 6 of 8

9-8R(1L) (02/12/01)

Property

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 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 expiration of the period of 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 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 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 Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. 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 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 defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or other flammable 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 default; (b) the action required to cure the default; (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 or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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Form 3014 9/90

Page 4 of 8

10-OR(L) (2/12/01)

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the 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 specifying reasonable cause for the inspection.

10. **Condemnation.** 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 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are 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 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 Not Released; Forbearance by Lender Not a Waiver.** 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 preclude 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 exceed 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.

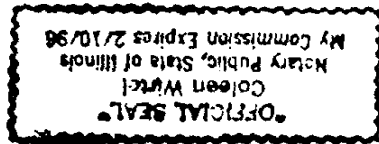
14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by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

15. **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 of this Security Instrument or the Note which can be 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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Form 3014 9/93



LISA LEONI
THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY
FLOSSMOOR, IL 60422

This instrument was prepared by:

My Commission Expires:

Notary Public

I, THE UNDERSIGNED CAROLE AHMER A WIDOW AND NOT SINCE REMARRIED AND LISA AHMER A SPINSTER, a Notary Public in and for said county and state do hereby certify that personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR free and voluntary act, for the uses and purposes therein set forth, signed and delivered the said instrument as Given under my hand and official seal, this 26TH day of APRIL 1994

STATE OF ILLINOIS

County ss: *Coll*

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

LISA AHMER

Lisa Ahmer

(Seal)
-Borrower

CAROLE AHMER

Carole Ahmer

Witnesses: *[Signature]*

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.

- V.A. Rider
- Balloon Rider
- Grantee Payment Rider
- Adjustable Rate Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] LEGAL DESCRIPTION RIDER
- Second Home Rider
- Biweekly Payment Rider
- 1-4 Family Rider

[Check applicable box(es)]

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.

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THE NORTH 30.00 FEET OF THE SOUTH 70.62 FEET (AS MEASURED
ALONG THE WEST LINE) OF LOT 1 IN THE PLAT OF RESUBDIVISION
OF LOTS 42 AND 43 IN THE PINES OF TINLEY PARK UNIT 2B, A
PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE
EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, AND OF LOT 44 IN
THE PINES OF TINLEY PARK UNIT 2C, A PLANNED UNIT
DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN
BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 1/8% (12.00%) or less than 1/8% (2.75%) thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.00% nor lower than 2.75%.

(D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date of my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section (D) below, this rounded amount will be my new interest rate until the next Change Date.

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

(B) The Index

The interest rate I will pay may change on MAY 1, 2001, and on that day and every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(A) Change Dates

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

ADDITIONAL COVENANTS

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWERS INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

(Property Address)

18334 PINWOOD LANE TINTLEY PARK, IL 60477

THIS ADJUSTABLE RATE RIDER is made this 26TH day of APRIL 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 Adjustable Rate Note (the "Note") to THE FIRST MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

ADJUSTABLE RATE RIDER (1 YEAR TREASURY INDEX - RATE CAPS)



JUL 01 1994

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Property of Cook County Clerk's Office

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BORROWER

BORROWER

BORROWER LISA AHMER

BORROWER CAROLE AHMER

Carole Ahmer
Lisa Ahmer

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, 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 may 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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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 exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

2. When Borrower's initial fixed interest rate changes to an adjustable rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 above shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

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 of this 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.

Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or an 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.

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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Property of Cook County Clerk's Office

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DEPT. OF REVENUE

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Page 1 of 2
VMP MORTGAGE FORMS - (319)293-8100 - (800)821-7291

7 (9108)

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 9/90

Coverage to Lender. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the

any excess paid to Borrower. Lender shall apply the proceeds to the sum secured by the Security Instrument, with

the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned

in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to

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

Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the

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

hazards included within the term "extended coverage," then: (i) Declaration; (ii) articles of incorporation, trust instrument or

Documents. The "Consistent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or

Documents. Borrower shall perform all of Borrower's obligations under the PUD's Consistent Documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations

Documents. The "Consistent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or

Documents. Borrower shall perform all of Borrower's obligations under the PUD's Consistent Documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations

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any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations

Documents. The "Consistent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or

Documents. Borrower shall perform all of Borrower's obligations under the PUD's Consistent Documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of APRIL 1994, and is incorporated into and supplement the Mortgage, Deed of Trust and Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to THE FIRST MORTGAGE CORPORATION, of the same date and covering the Property described in the Security Instrument and located at: 18334 PINEMOOD LANE, TINLEY PARK, IL 60477

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 Property is a part of a planned unit development known as THE PINES OF TINLEY PARK [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 Consistent Documents. The "Consistent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or Documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

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) Declaration; (ii) articles of incorporation, trust instrument or Documents. The "Consistent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or Documents. Borrower shall perform all of Borrower's obligations under the PUD's Consistent Documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

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

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

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

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Property of Cook County Clerk's Office

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448-74-3336

Property of Cook County Clerk's Office

 (Seal) - Borrower

 (Seal) - Borrower

 (Seal) - Borrower
 CAROLE AHMER
Carole Ahmer

 (Seal) - Borrower
 LISA AHMER
Lisa Ahmer

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 "Consent 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.

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