

UNOFFICIAL COPY AMENDMENT AND REFORMED MORTGAGE

This Amendment of Mortgage was made August 1, 1994, by TIMOTHY A. BABER, A SINGLE PERSON, mortgagor(s), and TCF Mortgage Corporation, A Minnesota Corporation, mortgagee, of that certain mortgage dated APRIL 28, 1993, given by TIMOTHY A. BABER, A SINGLE PERSON to TCF Mortgage Corporation, A Minnesota Corporation, recorded on MAY 11, 1993, as Document Number 93354159 which encumbers the following described property located in COOK County:

LEGAL DESCRIPTION: SEE ATTACHED

The Mortgagor and Mortgagee consent to Amend/reform said mortgage as follows:

TO ADD THE DECLARATION DOCUMENT NUMBERS TO THE PUD RIDER

All other terms and conditions of said mortgage shall remain the same.

IN TESTIMONY WHEREOF, the mortgage has caused these presents to be executed in its corporate name by its Assistant Vice President and its Mortgage Document Officer.

DEPT-01 RECORDING \$25.50
T#0012 TRAN 3335 10/06/94 09:44:00
#7120 + SK #-94-865007
COOK COUNTY RECORDER

TCF MORTGAGE CORPORATION

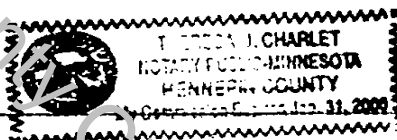
By: [Signature]
Its: ASSISTANT VICE PRESIDENT

By: [Signature]
Its: MORTGAGE DOCUMENT OFFICER

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Diane R. Rimer the Assistant Vice President, and by Barbara S. Hudek the Mortgage Document Officer of TCF Mortgage Corporation, on behalf of the Corporation.

[Signature] (Notary Seal)
Notary Signature for Lender



[Signature]
BORROWER: (TIMOTHY A. BABER)

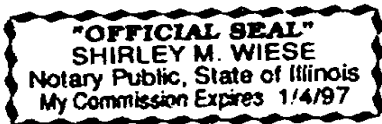
BORROWER:

STATE OF ILLINOIS
COUNTY OF LAKE

The foregoing Instrument as acknowledged before me this 24th day of August, 1994, by:

TIMOTHY A. BABER, A SINGLE PERSON
name(s) of person(s) acknowledged)

[Signature] (Notary Seal)
Notary Signature for Borrower



This Instrument was drafted by TCF MORTGAGE CORPORATION
Return Recorded Instrument to:
TCF MORTGAGE CORPORATION
801 Marquette Avenue
Minneapolis, MN 55402
Mail Code: 699-13-G
Loan No. 591821689



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Property of Cook County Clerk's Office

94565007

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LOT 109 IN CASTLEFORD UNIT 2, BEING A RESUBDIVISION OF PARTS OF HOWIE IN THE HILLS UNIT 1, PALATINE ESTATES AND HOWIE IN THE HILLS UNIT 2, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF OF RESUBDIVISION RECORDED JULY 24, 1986 AS DOCUMENT NUMBER 86-313935, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 02-19-131-090-0000

Property of Cook County Clerk's Office

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 1ST day of AUGUST, 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 TCF MORTGAGE CORPORATION, A Minnesota Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
4509 OPAL DRIVE, HOFFMAN ESTATES, IL 60195-1187

[Property Address]

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

85-249154

(the "Declaration"). The Property is a part of a planned unit development known as

CASTLEFORD

[Name of Planned Unit Development]

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

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

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

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

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

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

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

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

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



TIMOTHY A. BABER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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