

"THIS MORTGAGE BEING RE-RECORDED TO ADD LEGAL DESCRIPTION"

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Property of Cook County Clerk's Office

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

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

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

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

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

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

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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Any amounts disbursed by Lender under this paragraph / shall become additional debt of Borrower secured by this security instrument unless otherwise agreed to by Lender.

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 for condemnation or forfeiture or to enforce laws or regulations, Lender may proceed in bankruptcy, provide, for condemnation or forfeiture of the Property under such laws or regulations, or Lender may do whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a sale of the Property in bankruptcy, or other legal proceeding that may significantly affect Lender), Lender may take action under this Security Instrument to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the most delayed payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is repossessed 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.

Property damaged, if the restoration or repair is economically feasible and Landlord's security is not lessened, if the restoration or repair is not economically feasible or repair is deemed unnecessary, Landlord may deduct the amount of the repair from the security deposit, and the balance will be returned to Tenant within 30 days after the repair is completed. If the repair is not made within 30 days, Landlord may deduct the amount of the repair from the security deposit, and the balance will be returned to Tenant within 30 days after the repair is completed.

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard mortgage clause. Landlord shall have the right to hold the policies and renewals, if Landlord requires. Mortgagor shall promptly give to the insurance carrier and Landlord premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Landlord and make proof of loss if not made promptly by Borrower.

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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 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 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 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 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 or clause 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 the provisions of this Security Instrument and the Note are declared to be severable.

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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 the Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

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

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

JAMES A. HOFFMAN

(Seal)
-Borrower

VIRGINIA A. HOFFMAN

(Seal)
-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

County ss:

I, the undersigned
James A. Hoffman and Virginia A.
Hoffman, husband and wife,

, 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 they
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of

My Commission Expires:

3/14/94

This Instrument was prepared by:

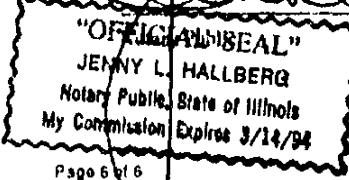
JENNIFER FORTNER

8R(IL) (0106) RECORD AND RETURN TO:

MIDWEST MORTGAGE SERVICES, INC.

1901 SOUTH MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181



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Form 3014 9/90

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

AMERICAN MORTGAGE GROUPS 1919283-8150 1800/521-7291
Page 1 of 2

MP-7 (10/91)

(where Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender).

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

any excess paid to Borrower.

and shall be paid to Lender, Lender shall apply the proceeds to the sums 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 of the building

losses or hazard damage.

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.

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

of the yearly premium installments for hazard insurance on the Property; and

(e) Lender waives the provision in Lender's Covenant 2 for the monthly payment to Lender of one-twelfth

hazards included within the term "extended coverage"; then

insurance coverage in the amounts, for the period, and against the hazards listed below, including fire and

carter, a "rater" or "blanket" policy insuring the Property which is subject to Lender and which provides

B. Hazard Insurance. So long as the Owners' Association exists, with a generally accepted insurance

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

any equivalent document which creates the Owners' Association and (ii) any laws or other rules of regulation

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

A. PUD Objectives. Borrower shall perform all of Borrower's obligations under the PUD's Constituent

Borrower and Lender further covenant and agree as follows:

PUD COVENANTS. In addition to the covenants and agreements made in the Security instrument,

and proceeds of Borrower's interest

owing or managing the common areas and facilities of the PUD (the "Owners' Association") and the uses, benefits

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity

known as "Planned Unit Development" (hereinafter referred to as "PUD").

CODONY LAKE CLUB MEMBERS ASSOCIATION

The Property is a part of a planned unit development known as

(the "Declaration").

parcels and certain common areas and facilities, as described in

The Property is not limited to, a parcel of land approved with a dwelling, together with other such

(Property Address)

848 CEDONY LAKE DRIVE SCHAMBURG, ILLINOIS 60174

of the same date and covering the Property described in the Security instrument and located at
(the "Lender")

SUBURBAN BANK OF ROLLING MEADOWS

Borrower's Note to

or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure
1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust
THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd day of September

PLANNED UNIT DEVELOPMENT RIDER

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Borrower

(Seal)

Borrower

(Seal)

Borrower

VIRGINIA A. HOFFMAN
[Signature]
(Seal)

Borrower

JAMES A. HOFFMAN
[Signature]
(Seal)

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

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.

(i) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner. Association unacceptable to Lender.

(ii) Termination of professional management and assumption of self-management of the Owners Association or Lender's benefit of Lender.

(iii) Any amendment to any provision of the "Constituent Documents", if the provision is for the express domain:

(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;

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Limited Covenant 1D.

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 Limited Covenant 1D.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

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PARCEL 1: THE EASTERLY 52.06 FEET, AS MEASURED ALONG AND PERPENDICULAR TO THE NORTHERLY LINE, OF LOT 65 IN COLONY LAKE CLUB, UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF PARCEL 1/2 OF THE EAST 1/2 OF THE NORTHERLY 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1976 AND KNOWN AS TRUST NUMBER 51691 DATED JANUARY 5, 1977 AND RECORDED MARCH 23, 1977 AS DOCUMENT NUMBER 23860589 AND AS AMENDED BY DOCUMENT NUMBER 24060823 RECORDED AUGUST 26, 1977 AND AS CERTIFIED BY INSTRUMENT DATED MAY 19, 1978 AND SHOWN ON PLATS OF COLONY LAKE CLUB UNIT NUMBER 1, RECORDED DECEMBER 30, 1976 AS DOCUMENT NUMBER 23763577 AND COLONY LAKE CLUB UNIT NUMBER 2 RECORDED JUNE 6, 1977 AS DOCUMENT NUMBER 23954955, FOR INGRESS AND eGRESS, IN COOK COUNTY, ILLINOIS.

VIRGINIA A. HOPFMAN
JAMES A. HOPFMAN
LOAN # 4904052
ADDENDUM "A"