

# UNOFFICIAL COPY

95507706 7/7/95

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

LOAN # 7349068

DEPT-G1 RECORDING \$35.00  
T#0012 TRAN 5568 08/02/95 11:12:00  
\$5668 + JPL \*-95-507700  
COOK COUNTY RECORDER

## MORTGAGE

[Space Above This Line For Recording Data]

THIS MORTGAGE ("Security Instrument") is given on  
STIPE ORLIC and  
MARIJA ORLIC, HUSBAND AND WIFE

July 27th, 1995

The mortgagor is

("Borrower"). This Security Instrument is given to  
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES  
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1901 S. MEYERS RD. SUITE 300 OAKBROOK TERRACE, IL. 60181  
("Lender"). Borrower owes Lender the principal sum of  
SEVENTY THREE THOUSAND NINE HUNDRED & 00/100 Dollars (U.S. \$ 73,900.00 ).  
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 August 1, 2025 . 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  
TAX ID #: 22-32-102-002-0000 \*EXCEPT THE EAST 4 FEET THEREOF COOK County, Illinois:  
LOT 38 IN HARPER'S GROVE TOWNHOMES, BEING A RESUBDIVISION OF PART OF LOT 16 OF  
COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19,  
1994 AS DOCUMENT 94895638 AND AS AMENDED BY CERTIFICATE RECORDED JANUARY 12,  
1995 AS DOCUMENT 95026271, IN COOK COUNTY, ILLINOIS.

SO  
M.O  
which has the address of  
Illinois

150 HARPER LANE  
60439

[Zip Code] ("Property Address");

LEMONT

[Street, City],

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014, 9/90  
Amended 5/91  
VAIP MORTGAGE FORMS - (800)521-7291



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7/14/1964

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Form 3841 1960

Borrower shall promptly disclose any facts which his Security instrument violates Borrower's (a) agrees in writing to the payment of the Note and any late charges due under the Note.

of the actions set forth above within 10 days of the filing of notice.

Security instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to determine if Lender is the holder of the Property to a sufficient extent to prevent the holder from proceeding against the Lender's interest in the lien, or (c) secures from the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the Lender from proceeding against the Lender's interest in the lien by, or defects against the Note in a manner acceptable to Lender; (d) contains in good faith the Note to writing to the payment of the Note and any late charges due under the Note.

Borrower shall promptly disclose any facts which his Security instrument violates Borrower's (a) agrees in writing to the payment of the Note and any late charges due under the Note.

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

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, expenses and impositions attributable to the Property which may apply all taxes, assessments, charges, expenses and impositions attributable to the Property.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 3;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs

Securities instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. If, under paragraph 2, Lender still acquire or sell the Property, Lender, prior to the acquisition or sale of the

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds

which Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay the Borrower funds when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay not sufficient to recordable with the requirements of applicable law. If the amount of the Funds held by Lender at any time is the excess Funds in connection with the application of the Funds held by Lender to Borrower for all accounts, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

make, The Funds are pledged as additional security for all sums secured by this Security instrument.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made, 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 debt to the Funds was

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 Lender to be paid, Lender shall not be required to do so. Borrower may 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

the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

Items, Lender may not charge Borrower for holding and applying the escrow account, or verifying

Lender, if Lender is such an institution) or in a Federal Home Loan Bank, Lender shall apply the Escrow

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable law).

estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items or amount, If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may demand from time to time U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount may require Borrower to escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Escrow items," or ground rents on the Property, if any; (c) yearly liability insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly homeowner's insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the

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 and any prepayment and late charges due under the Note.

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.

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

THIS SECURITY INSTRUMENT combines, until the note and non-uniform covenants with limited

variations by jurisdiction to constitute a uniform security instrument covering real property.

grants and convey the Property and that the Property is unique in character, except for circumstances of record, Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security instrument, and

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in 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 Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate 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 attorneys' 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

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Form 304 9/90  
MILITARY SEC'DL/O

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be severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be justified in which the Property is located, to the extent that any provision of this Security instrument or the Note are declared to

instrument shall be deemed to have been given to Borrower or Lender with given as provided in this paragraph.

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 by notice to Borrower. Any notice provided for in this Security

by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to

Borrower, and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to the permitted the limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

make any modification with regard to the terms of this Security instrument or the Note without that Borrower's consent.

secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security instrument; (d) is not personally obligated to pay the sums

instrument but does not execute the Note; (e) is co-signing this Security instrument; only to negotiate, grant and convey the

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigees Bound; Joint and Several Liability. The covenants and agreements of this

in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors

summons proceeding against any successor in interest or cause to extend the time for payment or otherwise modify payment to

not operate to release the liability of the original Borrower, or Borrower's successors in interest, Lender shall not be required to

of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

by this Security instrument, whether or not then due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured

award or settle a claim for damages, or to respond to Lender the date the note is given, Lender

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

sums secured by this Security instrument whether or not the sums are then due.

Borrower and Lender, either in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount secured immediately before the taking, unless

taking. Any balance left before the taking, divided by (b) the fair market value of the Property in which the fair market value of the

Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

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

condemnation or other taking of any part of the Property, the proceeds shall be applied to the sums secured by this Security

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect any premises of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

premiums required to obtain insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

0027200

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(cont'd) (11) 1992

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration unless paragraph 17 unless 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 the default must be cured; and (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (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, force sale by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanage after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured 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 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

**NON-UNIFORM COVRNANTS**, Bottower and Lundt further covariate and agree as follows:

to health, safety or environmental protection.

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 toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Bivitromeric Law," means federal laws and laws of the jurisdiction where the entity is located that relate

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or regulatory authority involving the Property or Borrower's interest therein.

20. **Hazards Substances.** Borrower shall not cause or permit the presence, use, dispersal, storage, or release of any hazardous substances or any other materials which may be injurious to health or the environment.

18. **Borrower's Right to Remedy.** If Borrower violates any term, condition, covenant, or agreement of this Security Instrument prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforecing this Security Instrument. Those conditions are: (a)-pays Lentee all sums which would be due under this Note as if no acceleration had occurred; (b)-pays Lentee all sums which would be due under this Note as if no acceleration had occurred; (c)-pays all expenses incurred in enforcing this Security Instrument; (d)-takes such action as Lender may reasonably require to assure that the loan of this instrument is not foreclosed; (e)-pays all attorney fees; and (f)-takes such actions as Lender may reasonably require to assure that the security interest in this instrument, including, but not limited to, repossessing automobile(s), to prevent its repossession by Borrower. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law.

Section 9. Notwithstanding anything contained in section 19, if a defendant in criminal proceedings is found guilty of an offence under this Act, he shall not be liable to punishment by imprisonment or fine or both.

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

# UNOFFICIAL COPY

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.

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 box(es)]

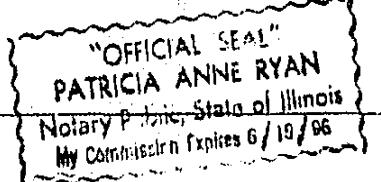
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- 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:



STIPE ORLIC

(Seal)

-Borrower

MARIJA ORLIC

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, The UNDERSIGNED

, a Notary Public in and for said county and state do hereby certify that

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

6-19-96

27<sup>th</sup> day of July 1996  
*Patricia Anne Ryan*  
Notary Public

This Instrument was prepared by: JENNIFER FORTNER

RECORD AND RETURN TO: MIDWEST MORTGAGE SERVICES, INC.

^ 6IR(IL) (9405) Page 6 of 6 1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

Form 3014 9/90  
7349068

BOX 333-CTI

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7349068

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of July 1995, 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:

MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

150 HARPER LANE LEMONT, ILLINOIS 60439

[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").

The Property is a part of a planned unit development known as HARPER'S GROVE TOWNSHIPS.

[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 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 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.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

Page 1 of 2

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

Initials: *S.O.M.D.*

VMP - 7 (9103)

00220556  
2020/12/30

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**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.

Stipe Orlic \_\_\_\_\_ (Seal)  
STIPE ORLIC \_\_\_\_\_ -Borrower

Marija Orlic \_\_\_\_\_ (Seal)  
MARIJA ORLIC \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower