PREPARED BY
JOHN & PILIPONIS

RECOR) AND RETURN TO:

NORTH:RN TRUST BANK/O'HARE N.A C/O HIME LOAN CENTER 50 SOUTH LASALLE STREET CHICARO, IL 60875

DEPT-01 RECORDING

\$37.00

. T80001 TRAN 9230 08/10/95 11:29:00

#3951 + C.G. # - 95 - 527704

COOK COUNTY RECORDER

DEPT-10 PENALTY

134.00

(Space Above This Line For Recording Data)
MORTGAGE

**Box 260** 

THIS MORTGAGE ("Security Instrument") is given on \_JULY 31, 1995 KAREN K. BELL, DIVORCET, NOT SINCE REMARKIED

. The mortgagor is

("Borrower"). This Security Instrument is given to NOP THERN TRUST BANK/O'HARE N.A.

which is organized and existing under the laws of STATE OF 124 INO IS address in 8501 WEST HIGGINS ROAD CHICAGO, IL 80851

, and whose

OUTCOM BOUT WEST RIDGING RUAD CHICAGO, I

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

ONE HUNDRED TWELVE THOUSAND AND 00/100

Dollars (1'.S.\$ 112,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrume it ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 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 sures, 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, forrower does hereby mortgage, grant and convey to Lender the following described property located in COOK.

\*\*\*SEE LEGAL ATTACHMENT\*\*\*

ATTORNEYS' TITLE GUARANTY FUND, INC.

PIN NO 02121020970000

which has he address of 1152 CUNNINGHAM DR, PALATINE

Illinois 10067

(Zap Code) ("Property Address");

(Street, City),

ILLINDIS-Sin-le Family-FIRMA/FILLING LINGFORM

- GR(IL) (\$405)

Form 2814 9/90 Amended 5/91

VMP WORTGAGE FORMS - (800)821-7281

Page 1 ef 6

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IOC: HIPR WHH all the improvements now or becafter erected on the property, and all easements, appointenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument at the "Property."

BORDOWER COVENANTS that Borrower is lawfully seised 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 variants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

IHIS 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 I useds 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 leasthold gay nents or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrowir to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum involunt a lender for a federally related mortgage loan may require for Borrower's excrow account under the lederal Real I state Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 26Cl et seq. ("RESPA") valess another law that applies to the Funds sets a lesser amount. If no, Lender may, at any time collect and hold Funds is an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due in the basis of current date and reasonable estimates of expenditures of future Piccrow 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 are pledged as credits and Jebits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

additional s curity 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—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 p event the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

Form 3014 9/90

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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.

5 Hi zard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property morred against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 'loods or flooding, for which Lender requires maintainee. 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 increasionably withheld. If Borrower fails to maintain coverage described above, 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 arrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless I ender in I 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. Compancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseho ds. 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 in reasonably withheld, or unless extenuating circumstance, 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. Borrowe shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good fai h 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 paragrap 1 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 ender with any material information) in connection with the loan evidenced by the Note, including, but not limited of representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrum int 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 covener 5 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.

Althoug a Lender may take action under this paragraph 7, Lender does not have to do so.

An 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. 'Intrage 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, he mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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premain is 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 insurance approved by Lender II substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurar 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 Taspection, 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 remonable cause for the inspection

10 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any concernation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

avagned 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 doe.

If the Property is abandoned by Borrower, or if, after notice by I ender 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

payment:

11. Borrower Not Released; Forbearance By Lender Not? 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, nade 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 Dorrower who consigns 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 Lepoer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrume it or the Note without that Borrower's consent.

13. ...oan 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 awed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be to ated 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 i 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 I ender. Any notice to I ender shall be given by

Form 3014 9/90

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first class mail to I ender's address stated herein or any other address I ender 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 purisdict on 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.

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 for 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 thus Security Instrument. However, thus option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If I inder exercises this option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of not less than 35 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this S curity 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 enforced ent of this Security Instrument discontinued at any time 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) catry of a judgment enforcing this Security Instrument. Those conditions are that Borrowe; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cores 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 riay reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowe's obligation to pay the sums ascured by this Security Instrument shall continue unchanged. Upon reinstatement by Borro ver, 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.

19. Gale 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 senterces shall not apply to the presence, use, or s orage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropria e to normal residential uses and to maintenance of the Property.

Borr wer shall promptly give Lender written notice of any investigation, claim, demand. Levisuit or other action by any governmental or regulatory agency or private party involving the Property and any Mezardous 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 med 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 pest cides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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 par igraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date

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### **UNOFFICIAL COPY**

specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform florrower 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 cored 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 forecle se 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 evid nice.

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. R ders to this security Instrument, the cover	nants and agreements of each	such rider shall be inco	riporated into and shall
amend and supplement the covenants ar		Instrument as if the ride	er(s) were a part of this
Security Is strument I Check applicable by Adjustable Rate Rider G aduated Payment Rider B. Honn Rider V & Rider	Condominium Rider  i Planned Unit Develope  late Improvement Rid  cher(s) Ispecify I  mre where for coven	lerSecond b	ly Rider Payment Rider Iome Rider
	40		
BY SIGNING BELOW, Borrower			itained in this Security
Instrument and in any rider(s) executed to Witnesse;	y Borrower and recorded with	~ / I	
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	(Seal)		(Seal)
	-Borrower	*	-Borrower
STATE OF ILLINOIS,	Cocik	County ss:	C
certify not know k feet to the	, a Notary P	ublic in and for said cou	nty and state do hereby
	, personally	known to me to be the	same person(s) whose
name(s) subscribed to the foregoing insti- he signed and delivered the said		his day in person, and acki se and voluntary act, for	• • • • • • • • • • • • • • • • • • • •
therein set forth.  G ven under my hand and official se	THOMAS TALLEN HILLIAMS	pr Tryly	1995
My Commission Expires	TARY PORTE ON THE MAN	Tublic The Reserved	5
-E RIELI ISADE: Fago 6 of 6	No.		Form 3014 9/90

DEGAL DESCRIPTION

Parcel 1: The North 44.12 feet of the South 138.95 feet of the Bast 563.73 feet; together with the North 10.87 feet of the South 94.83 feet of the West 19.1 feet of the East 563.73 feet; toge her with the North 16.95 feet of the South 83.96 feet of the West 59.32 feet of the Rost 563.73 feet; all as measured along and perpendicular to the South line of the North West 1/4 of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Passments appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Protective Coverages, dated October 27, 1975, and filed as Document Number LR 2338965, as amended by Document Number LR 2853113, and supplemented by Document Number LR 2900242, and as created by the lead from the Cunningham Courts Townhomes, Incorporated, to Jon D. Saavedra and Susan R. Saavedra, his wife, dated October 9, 1977, and filed December 15, 1977, as Document Number IR 2980055, for ingress and egress, all in Cook County, Illinois. D212.
OOF COUNTY CRAYS OFFICE

PERMAMENT INDEX NUMBER: 02121020970000

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MO CIGAGE RIDER FOR COVENANT #22

THIS RIDER IS incomporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to so are MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and DESOER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORIGAGE ASSOCIATION or the FEDERAL HOME LOAN MORIGAGE CORPORATION buy all or some of the LENDER'S rights under the MORIGAGE, this RIDER will no longer have any force or effect.

IN ATTNESS WHEREOF, BORROWER has executed this RDER.

:	PA	
KAREN	K. BELL	(SEAL) BORROWER
/		(SEAL)

9552770

CO-BORROWER

#### PLANNED UNIT DEVELOPMENT RIDER

11 IS PLANNED UNIT DEVISIOPMENT RIDER is made this 31 and is a corporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trist or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to NORTHERN TRUST BANK/O'HARE N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

1152 CUNNINGHAM DR. PALATINE, ILLINOIS

[Preparty Address]

The Property midlides, but is not limited to, a parcel of land improved with a dwelling, together with other signiparcels and certain common areas and facilities, as described in

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

[Name of Planned Unit Development]

(the "FCD") 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 Borr over's interest

PUD COSTANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower

and Ler der further or cenant and agree as follows

A PUD Obligations Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents The "Conjugate of Documents" are the (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document ranch creates the Owners Association, and (iii) any by laws or other rules or regulations of the Owners Association. Becomer 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 "mas'er" 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," than:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one twelfth of

the yearly premium installments for hazaringsurance on the Property; and

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

Becrower 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 placeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the IUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender shall apply the proceeds of the sums secured by the Security Instrument, with any excess and 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 clair. For damages, direct or consequential, payable to Borrow ir in connection with any condemnation or other taking of all or any part of the Property or the common areas and fac littles 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 henefit of Lender;

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

Of

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained

by the Twners Association unacceptable to Lender

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender hav pay them. Any amount: disbursed by Lender under this paragraph I 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 SICNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

KAREN K. BELL	(Seal)
95327764	-Borrower
	(Scal)
	(Seal)

MULT STATE PUD RIDER-Single Family-Fermie Mee/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90