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CSMWA
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DEPT-01 RECORDING 937.50
T00000 TRAN 7660 05/16/94 15:19:00
93259 4 4-94-435467
COOK COUNTY RECORDER
94435467

COOK COUNTY RECORDER

Prepared BY:

RECORD AND RETURN TO:
CARL I. BROWN AND COMPANY
612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112

~~Box 163~~

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

PIA Case No.
131-7533987-703-203B
94-03622

THIS MORTGAGE ("Security Instrument") is made on APRIL 19, 1994. The Mortgagor is EPIFANIO VARGAS AND SESANA VARGAS, HUSBAND AND WIFE

1248 NORTH WHEELING ROAD, MOUNT PROSPECT, ILLINOIS 60056. DEPT-01 RECORDING 935.50
T00000 TRAN 4288 09/21/95 10:47:00
93344 JJ 4-95-637286
COOK COUNTY RECORDER

CARL I. BROWN AND COMPANY

which is organized and existing under the laws of THE STATE OF KANSAS, and whose address is 612 WEST 47TH STREET KANSAS CITY, MISSOURI 64112 ("Lender"). Borrower owes Lender the principal sum of SIXTY SEVEN THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ 67,400.00). 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 APRIL 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois: SEE ATTACHED RIDER

*This mortgage is being re-recorded to add the Planned Unit Development Rider.

03-27-402-043

which has the address of 1248 NORTH WHEELING ROAD, MOUNT PROSPECT Illinois 60056 (Zip Code) ("Property Address");

(Street, City)

4R(IL) (163)

Page 1 of 8
VMP MORTGAGE FORMS - (313)283-8100 - (800)821-7281

PIA Illinois Mortgage - 2/91
DPS 1609



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PROPERTY OF COOK COUNTY RECORDER'S OFFICE
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Page 2 of 8

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initials

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee, in any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if the Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

premiums for insurance required by paragraph 4.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the

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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 successor 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.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

9. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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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 9.b. 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. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. 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.

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

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(LAW) - (MIL) (0212)

This instrument was prepared by: LAURIE ANDERSON

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JPS 1614

My Commission Expires: [Stamp: NOTARY PUBLIC STATE OF ILLINOIS, MICHAEL J. ANDERSON, Notary Public, State of Illinois, Commission Expires 07/15/12]

Given under my hand and official seal, this [Stamp: APR 7 1994] day of [Stamp: APRIL] 1994, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [Stamp: APRIL] the 7, personally known to me to be the name person(s) whose name(s) signed and delivered the said instrument as [Stamp: APRIL] the 7, free and voluntary act, for the uses and purposes therein set forth.

Notary Public [Signature]

STATE OF ILLINOIS,
 that I, *Laurie Anderson*,
 a Notary Public in and for said county and state do hereby certify
 Cook County, IL
 EPIFANIO VARGAS AND SUSANA VARGAS, HUSBAND AND WIFE

Property of Cook County Clerk's Office

Witnesses:
 executed by Borrower and recorded with it.
 BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s)

Epidanio Vargas (Seal) Borrower
Susana Vargas (Seal) Borrower

20. Riders to the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]

Condominium Rider
 Planned Unit Development Rider
 Graduated Payment Rider
 Growing Equity Rider
 Adjustable Rate Rider
 Other [Specify]

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PARCEL 1: THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE FROM A POINT ON SAID NORTH LINE 219.85 FEET WEST OF THE NORTHEAST CORNER THEREOF (EXCEPTING THEREFROM THE SOUTH-WESTERLY 90 FEET AS MEASURED AT RIGHT ANGLES TO THE MOST SOUTHWESTERLY LINE THEREOF) OF THAT PART LYING EAST OF A LINE 30 FEET EAST AS MEASURED AT RIGHT ANGLES OF THE WEST LINE THEREOF; THAT PART OF LOTS 4, 5, 6 AND OUTLOT 'A' IN BRICKMAN MANOR, FIRST ADDITION, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27 AND PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 4 WHICH IS 26 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 4; THENCE WEST ALONG A LINE 26 FEET SOUTH OF THE NORTH LINE OF LOT 4 AND SAID LINE EXTENDED, A DISTANCE OF 276.01 FEET TO THE WEST LINE OF OUTLOT 'A'; THENCE SOUTH ALONG THE WEST LINE OF OUTLOT 'A' A DISTANCE OF 91.46 FEET TO A POINT 119.42 FEET NORTH OF THE SOUTHWEST CORNER OF OUTLOT 'A'; THENCE SOUTHEASTERLY ON A LINE DRAWN FROM SAID POINT ON THE EAST LINE OF OUTLOT 'A' TO A POINT 89.94 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 4 ON THE EAST LINE OF LOTS 1, 2, 5 AND 4 EXTENDED A DISTANCE OF 145.85 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 39 MINUTES 27 SECONDS FROM NORTHWEST TO SOUTHWEST WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET; THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 39 MINUTES 27 SECONDS FROM SOUTHWEST TO SOUTHWEST WITH THE LAST DESCRIBED COURSE A DISTANCE OF 24 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE 90 DEGREES 39 MINUTES 27 SECONDS FROM NORTHWEST TO NORTHEAST WITH THE LAST DESCRIBED COURSE A DISTANCE OF 16.4 FEET TO AN INTERSECTION WITH A LINE 31.79 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 5, THENCE EAST ALONG SAID LINE 31.79 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 5, A DISTANCE OF 100 FEET TO THE EASTERLY LINE OF LOT 5; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 4 AND 5 A DISTANCE OF 75.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2: THAT PART OF THE MOST SOUTHWESTERLY 90 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE THEREOF, LYING WESTERLY OF THE EASTERLY 100 FEET AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF AND LYING EAST OF A LINE 30 FEET EAST AS MEASURED AT RIGHT ANGLES TO, OF THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT; THAT PART OF LOTS 4, 5, 6 AND OUTLOT 'A' IN BRICKMAN MANOR, FIRST ADDITION UNIT NORTH OF 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27 AND PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4 WHICH IS 26 FEET SOUTH OF THE NORTH LINE OF LOT 4 AND SAID LINE EXTENDED, A DISTANCE OF 276.01 FEET TO THE WEST LINE OF OUTLOT 'A'; THENCE SOUTH ALONG THE WEST LINE OF OUTLOT 'A' A DISTANCE OF 91.46 FEET TO A POINT 119.42 FEET NORTH OF THE SOUTHWEST CORNER OF OUTLOT 'A'; THENCE SOUTHEASTERLY ON A LINE DRAWN FROM SAID POINT ON THE EAST LINE OF OUTLOT 'A' TO A POINT 89.94 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 4 ON THE EAST LINE OF LOTS 1, 2, 5 AND 4 EXTENDED, A DISTANCE OF 145.85 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 39 MINUTES 27 SECONDS FROM NORTHWEST TO SOUTHWEST WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET; THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 39 MINUTES 27 SECONDS FROM SOUTHWEST TO SOUTHWEST WITH THE LAST DESCRIBED COURSE A DISTANCE OF 24 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE 90 DEGREES 39 MINUTES 27 SECONDS FROM NORTHWEST TO SOUTHWEST WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 16.4 FEET TO AN INTERSECTION WITH A LINE 31.79 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 5; THENCE EAST ALONG SAID LINE 31.79 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 5, A DISTANCE OF 100 FEET TO THE EASTERLY LINE OF LOT 5; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 4 AND 5, A DISTANCE OF 75.79 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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FHA Case No
131-7533987

PLANNED UNIT DEVELOPMENT RIDER

Loan No. 94-03622

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 19th day of April, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

Carl I. Brown and Company ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1248 N. Wheeling Rd.
Mt. Prospect, Il. 60056
(Property Address)

The Property is a part of a planned unit development ("PUD") known as

Brickman Manor
(Name of Planned Unit Development)

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

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument 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 Paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. 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 for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C 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. **95637286**

Epifanio Vargas (Seal)
Epifanio Vargas Borrower

Susana Vargas (Seal)
Susana Vargas Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

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2025/01/23

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