

REARED BY:
BY BEYER
BLOOMINGDALE, IL 60108-2918

UNOFFICIAL COPY

779079
954308

RECORD AND RETURN TO:

AMERICAN SECURITY MORTGAGE
ONE TIFFANY POINTE, SUITE 210
BLOOMINGDALE, ILLINOIS 60108



779079

93341479

95771242

DEPT-01 RECORDING

143914 TRAN 1043 11/08/95 14:19:00
43914 J.J. *-95-771242
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

93-09059

93341479

THIS MORTGAGE ("Security Instrument") is given on APRIL 26, 1993
JULIE A. LAPORTA, DIVORCED, NOT SINCE REMARRIED
AND ANTHONY LAPORTA
AND ORA MAE LAPORTA, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
AMERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is ONE TIFFANY POINTE, SUITE 210
BLOOMINGDALE, ILLINOIS 60108
FORTY NINE THOUSAND
AND 00/100

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 MAY 1, 2008. 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 COOK

PARCEL 1: THAT PART OF LOT 9 IN WILLOWS EDGE, BEING A SUBDIVISION OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

THIS DOCUMENT BEING RE-RECORDED FOR THE SOLE PURPOSE OF ADDING THE RIDER CITED ABOVE.

23-05-201-088

23-05-201-088
93341479
3550 ER

which has the address of 132 A WILLOWS EDGE COURT, WILLOW SPRINGS
Illinois 60480
Zip Code

Street, City,

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Form 3014 8/90
DPR 1980

Page 2 of 9

SEARCHED INDEXED SERIALIZED FILED

more of the actions set forth above within 10 days of the giving of notice. This Security Instrument, Lender may give Borrower a notice indemnifying the lien. Borrower shall settle the lien or take care of the Security Instrument, if Lender demands that any part of the Property is subject to a lien will which may attach priority over any other claim or interest in the Property. Lender's demand of the Property or (e) security from the holder of this lien an assignment authority to Lender authorizing the lien to encumberment of the lien; or (f) security agains enforcement of the lien in, legal proceeding whereby Lender's opinion opposite to prevent the by, or defense against enforcement of the lien in a manner acceptable to Lender; (b) counter in good faith the lien writing to the payee of the obligation incurred by the lien in this Security Instrument unless Borrower; (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. If Borrower makes these payments directly, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph to the person owed payment, Borrower shall pay them on time directly, those obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay any which may accrue in the amount provided in this Security Instrument, and subsequent payments or ground rents, if any, Borrower shall pay 4. Changes: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property third, to Lender due; fourth, to principal due; and final, to any late charges due under this Note.

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

of the Property, shall apply any Funds held by Lender in the time of acquisition of such as credit until applied to the amount advanced by Lender. If, under paragraph 2, Lender shall require of all the Property, Lender, prior to the acquisition of the Funds held by Lender, to any late charge due under this Note.

Lien payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower twelve monthly payments, at Lender's sole discretion. Borrower shall make up the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency for Lender held by Lender to pay the Escrow items when due, Lender may do so by Borrower in writing, and, in which case Borrower timely is not sufficient to pay the Escrow items required to pay the Escrow items required to be paid on the Funds held by Lender at any for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Lender by Borrower if the Funds held by Lender to Lender held by Lender exceeded the amount permitted to be held by applicable law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion.

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, Lender shall not be required to pay Borrower any interest or amounts on the Funds applicable law requiring Lender to pay a one-time charge for an independent result entitled to a rate of used by Lender. However, Lender may require Borrower to hold a note payable law providers otherwise. Unless an agreement is made a charge. Eventually, Escrow items, unless Lender paid by Borrower for holding and applying the Funds and applicable law permits Lender to make such eventually Lender may not charge Borrower interest on the Funds and similarly multiplying the escrow account, or Escrow Lender, if Lender is under contract or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is under contract or in any Federal Home Loan Bank, Lender shall agency, instrumentality, or entity The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity.

Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonably estimate of future fees a Lender amount, (c) to Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as demanded by Lender to him, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgages, Lender may require for Borrower a account under the Federal Home Settlement Procedure Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." if any: (e) yearly mortgage insurance premiums, if any; (d) any sum payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day initially payable under this Note, until the Note is paid in full, a sum ("Funds"), for: (a) yearly tax and principal of said interest on the debt evidenced by the Note and any prepayment and late charges due under this Note.

1. Payment of Principal and Interest. Prepayments and Late Charges, Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform covenant for national use and non-national covenants with limited variation by jurisdiction to contain a uniform security instrument covering real property.

Grant and convey the Property and claim it lawfully retained of the estate hereby conveyed and has the right to mortgage, and will defend generally the title to the Property in unencumbered, except for encumbrances of record, Borrower warrants and conditions by the Property and claim it lawfully retained of the estate hereby conveyed and has the right to mortgage,

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacement and addition to the Property, and all alterations, additions, improvements, 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, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacement and addition to the Property, and all alterations, additions, improvements, All of the foregoing is referred to in this Security instrument as the "Property".

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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 required 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 13, by ceasing 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

DP4 1081

Form 3014 8/90

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Form 3014 9/80
GPA 1682

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11-0101-0411

FOA(14) 3014 9/80
DPC 1002

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

13. **DEFINING TERMS:** **SECURITY INFORMATION:** **THIS SECURITY INFORMATION** SHALL BE SAVED AND THE LAW OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED. IN THE EVENT THAT ANY PROVISION OR CLAUSE OF THIS SECURITY INFORMATION IS APPPLICABLE LAW, SUCH CONFLICT SHALL NOT AFFECT OTHER PROVISIONS OF THIS SECURITY INFORMATION OR THE NOTE WHICH CAN BE GIVEN EFFECT WITHOUT THE CONCURRENCE PROVIDED. TO THIS END THE PROVISIONS OF THIS SECURITY INFORMATION AND THE NOTE ARE DECLARED TO BE SEVERABLE.

it by first class mail unless a practicable law requires otherwise. If the notice shall be directed to the Proprietary 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 listed herein or by other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing
it by first class mail, postage prepaid, to the address set forth above.

(3) **Loan Challenges.** If the loan received by this Security Instrument is affected to a new which adds maximum loan charges and that law is finally interpreted so that the borrower or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Under or any clause to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial repayment without any

make any accommodations which referred to the terms of this Security Instrument or the Note without the Borrower's consent.

12. **Accessories and Add-ons**: Bundled joint and Sealed Security Clamps. The conveniences and affordances of this security instrument will bind and benefit the accessories and tools of learners and Borrower, useful to the provisions of paragraph 17. Borrower's conveniences shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Notes: (a) is co-signing this Secur (y) instrument only to marginage, (b) is not personally liable under the terms of this Security instrument, and (c) agrees that Learner and any other Borrower may agree to extend, modify, forfeit or cancel by this Security instrument; and (d) agrees that Learner and any other Borrower may agree to pay the sum Borrower's interest in the Property under the terms of this Security instrument; (e) is not personally obligated to pay the sum Borrower's interest in the Property under the terms of this Security instrument.

11. Borrower Not Responsible: For convenience, Notwithstanding, if any provision of the terms for payment of the principal or interest or of amortization of the sum received by Lender in full, Lender shall not be liable for any damage suffered by Lender in consequence of any right of remedy available to Lender under its security interest in the collateral or in respect of any other right or remedy available to Lender.

Unleash Leaders and Discover What Difference Making is All About, and my implementation of processes to implement what will not extend our participation in the days of the nowachy/money making referred to in paragraph 1 and 2 or change the amount of such payments.

If the Plaintiff is judgmental by Barrister, or if, after notice by Lawyer to Barrister who has the condominium offered to make an award of certain damages, Barrister fails to respond to Lawyer within 30 days after the date the notice is given, Lawyer is authorized to effect a garnishee, to damages, Barrister, either to satisfy or not then due.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other property, or for conveyance in lieu of condemnation, are hereby assigned and

9. In respect of its agent may make representations which are not true and cause damage to the lessor.

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

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 Security Instrument. If Borrower fails to pay those 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 enforcement 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) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures 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 may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. 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.

19. Sale 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 inured 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 sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous 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 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, "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 paragraph 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 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 Borrower 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 cured 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 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 limited to, reasonable attorneys' fees and costs of title evidence.

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.

Form 3014 8/80
GPO 1983
2025 RELEASED UNDER E.O. 14176

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DPG 1094

My Comms. 9/1/93
Notary Public, State of Illinois
Volannda Betts
"OFFICIAL SEAL"

My Commision Exiple

Prop 6 of 8

Notary Public

Given under my hand and official seal, this 26th day of
June and voluntary set, for the uses and purposes herein set forth
me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same person(s) whose name(s) subscriberd to the foregoing instrument, appeared before

ANTHONY LAPORTA AND ORA MAE LAPORTA, HUSBAND AND WIFE
JULIE A. LAPORTA, DIVORCED, NOT SINCE REMARRIED AND

county and state do hereby certify that
County of Cook, Illinois

I, Julie A. Laporta, do

STATE OF ILLINOIS, COOK

County of

Notary public in and for said

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Witness

Witness

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

- | | | | | | |
|--|---|---|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Grandmulinum Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvment Rider | <input type="checkbox"/> Other(s) (specify) |
| <input checked="" type="checkbox"/> V.A. Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> Other(s) (specify) |

(Check applicable box(es))

2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the agreements and agreements of each such rider shall be incorporated into and shall amend
and supplement the agreements and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

93-09059

95571242

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26TH day of APRIL 1993, 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 AMERICAN SECURITY MORTGAGE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 132 A WILLOWS EDGE COURT, WILLOW SPRINGS, ILLINOIS 60480 (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 COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration").

The Property is a part of a planned unit development known as WILLOWS EDGE TOWNSCAPE ASSOCIATION

(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 COVENANT'S In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

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

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

(ii) Borrower's obligation under Uniform Covenant 8 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

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

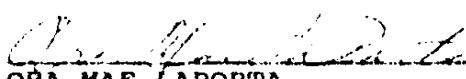
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

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

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

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

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


ORA MAE LAPORTA

(Seal)
Borrower


JULIE A. LAPORTA

(Seal)
Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95711242

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RIDER - LEGAL DESCRIPTION

PARCEL 1: THAT PART OF LOT 9 IN WILLOWS EDGE, BEING A SUBDIVISION OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH CORNER OF SAID LOT 9, THENCE SOUTH 54 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 98.79 FEET; THENCE SOUTH 25 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 10.95 FEET; THENCE SOUTH 36 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 27 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 53 DEGREES 57 MINUTES 36 SECONDS EAST, A DISTANCE OF 27 FEET; THENCE SOUTH 36 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 24 FEET; THENCE NORTH 53 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 27 FEET; THENCE NORTH 36 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 24 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: EASEMENTS APPURTEANANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS DATED JANUARY 25, 1988 AND RECORDED APRIL 5, 1988 AS DOCUMENT NUMBER 88138286 AND AS CREATED BY DEED FROM COLE TAYLOR BANK/FORD CITY, AS SUCCESSOR TRUSTEE TO FORD CITY BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1971 AND KNOWN AS TRUST NUMBER 382 TO JAMES S. DOMBRO, JR., AND JON S. DOMBRO AND RECORDED AUGUST 15, 1988 AS DOCUMENT NUMBER 88368350 AND AS SHOWN ON THE PLAT OF SUBDIVISION, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

23-05-201-088

RECORDED

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