

AFTER RECORDING MAIL TO:
INTEGRA MORTGAGE COMPANY
116 ALLEGHENY CENTER MALL
PITTSBURGH, PA 15212

UNOFFICIAL COPY

Prepared by: INTEGRA MORTGAGE COMPANY

1
DEPT-01 RECORDING \$41.50
T#0001 TRAN 1913 01/12/96 08:57:00
\$9643 + JMI *-96-031545
COOK COUNTY RECORDER
DEPT-10 PENALTY \$38.00

MORTGAGE

96031545

41.50
P 38.00
OR

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 14, 1995

The mortgagor is

L. PETER CRAWFORD AND
SUSAN CRAWFORD, HIS WIFE

("Borrower"). This Security Instrument is given to

MORTGAGELINK

STATE OF ILLINOIS

which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is 1701 GOLF ROAD, STE 104 ROLLING MEADOWS, IL 60008

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

THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 395,200.00).

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 JANUARY 1, 2026.

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 County, Illinois:

see legal description attached

pin# 01-12-304-004

96031545

51443049
which has the address of 60010

105 HILLSHIRE DRIVE

INVERNESS

[Street, City]

(Zip Code) ("Property Address");

ILLINOIS Single Family-PHMA/PHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

1-2000 (IL) (9302)

Printed on Recycled Paper
VMP MORTGAGE FORMS - (800)821-7281

Page 1 of 6 E.C.



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If the Funds shall be held in an individual account 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, normally summarizing 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 trapping service without charge, in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, unless applicable law provides otherwise. Lenders an agreement is made or used by Lender in connection with this loan, unless applicable law permits Lender to charge Borrower any interest or application fee, Lender shall not be required to pay Borrower any interest or earnings on the Funds, if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for all sums received by Lender, upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if Lender fails to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds are pledged as additional security for all sums received by Lender, the amount of acquisition or sale as a credit against the sums secured by this Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured 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 the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall account to Borrower any funds held by Lender, if Lender fails to make up the deficiency in no more than twelve months, at Lender's sole discretion. Lenders shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid by Lender under paragraph 2; and 2 shall be applied: if, under 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, to the extent that Lender's interest in the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien relating to the payment of the obligation of the obligee over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation of the obligee over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another instrument of the lien; or (d) secures from the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in a manner acceptable to Lender; (e) contests in good faith the lien by, or demands against the instrument secured by the lien in a manner acceptable to Lender; (f) contests in writing to the payment of the obligation of the obligee over this Security Instrument unless Borrower: (g) agrees in writing to the payment of the obligation of the obligee over this Security Instrument, or (h) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another instrument of the lien; or (i) secures from the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien to another instrument of the lien.

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

2. Funds for Taxes and Instruments. 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 attach priority over this Security Instrument as a lien on the Property; (b) yearly leases or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly catastrophe insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with this Note.

The provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Escrow Items."

Lender may escrow the amount of funds due on the basis of current data and reasonable estimates of expenditure in accordance with applicable law.

Borrower may escrow the amount of funds due at any time, at any time, collects and holds Funds in an amount not to exceed the lesser amount, unless a larger amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Funds held by Lender under the Note. Section 2601 of Title 12 U.S.C. ("RESPA"), unless another law that applies to the Funds held by Lender under the Note to the extent that it conflicts with this Note.

974, as amended from time to time, Real Estate Settlement Procedures Act of

RIGHTS OF TENANT The improvements now or hereafter erected on the property, and all fixtures, appurtenances, and chattels now or hereafter a part of the property. All replacements and addititions shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS That Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend personally the title to the Property against all claims and demands, subject to any encumbrances of record.

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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. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard¹, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

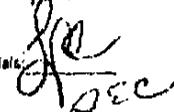
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Right 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

Initials: 
Form 3614 8780

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14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to him 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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the charge to the permitted limit.

12. Successors and Assigees 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 factor or who co-signs this Security Instrument but does not execute the Note, is co-signing this Security Instrument only to act as a surety for the payment of the debt and agrees to pay the debt if Borrower fails to do so. Lender and Borrower may agree to pay the debt otherwise.

awards of settle a claim for damages. Borrower will use its best efforts to respond to Lender's written demand to pay such amounts within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not legal title thereto has been taken.

shall be paid to Leander.

10. Compendemaration. The proceeds of any award or claim for damages, direct or consequential, in connection with any, condementation or other taking of any part of the Property, or for conveyance in lieu of condementation, are hereby assited and

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically reserving cause for the inspection.

The premium is 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.

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 estimate mortgage insurance approved by Lender. If costs to Lender exceed the amount paid by Borrower, Lender shall pay the difference. If costs to Lender are less than the amount paid by Borrower, Borrower shall pay the difference.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 (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 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 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 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 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.

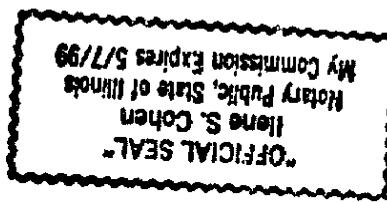
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

[Handwritten signatures and initials over the bottom right corner]

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EBBILIO



My Commission Expires:

Given under my hand and official seal, this 14th day of December, A.D. 1995.
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
. personally known to me to be the same persons(s) whose name(s)

STATE OF ILLINOIS, LUCILLE COMPTON, Plaintiff,
v. THE UNDEPSIGNED, a Notary Public in and for said county and state do hereby certify
that L. PETE CRAWFORD & SUSAN CRAWFORD, HIS WIFE

Borrower _____
(Scal) _____

SUSAN CRAWFORD
Dorowever
(Seal)

L. PERIER CRAWFORD

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

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> VA Rider
<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> balloon Rider	<input type="checkbox"/> Other(s) [Specify] _____
<input checked="" type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Legal Description

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

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property, without charge to Borrower. Borrower shall pay any recordation costs.

21. In addition, you may be entitled to recover reasonable attorney fees incurred in pursuing the remedies provided in this paragraph.

(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) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice further specifies that the notice shall specify, (a) the date of default; (b) the action required to cure the default; and
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the date the default occurred to cure the default
secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice further specifies that the notice shall specify, (a) the date of default; (b) the action required to cure the default; and
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

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this _____ day of _____, 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

MORTGAGELING

(the "Lender")

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

105 HILLSHIRE DRIVE

INVERNESS

IL 60010

[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

DBV PG

(the "Declaration").

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

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

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

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

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

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

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

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

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

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Form 3150 9/90

0171883
Property of Orange County Clerk's Office

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

SUSAN CRAWFORD
D. PETER CRAWFORD
Borrower
(Seal)

Susan Crawford
D. Peter Crawford

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

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

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

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

(vi) Termination of professional management and assumption of self-management of the Owners Association;

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

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

Borrower in connection with any conveyance or 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.

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

960315.15

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LOT 4 IN HILLSHIRE ESTATES OF INVERNESS, BEING A SUBDIVISION
OF PART OF THE SOUTH QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 12 AND PART OF THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF SECTION 12, ALL IN TOWNSHIP 42 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Property of Cook County Clerk's Office
36031545

UNOFFICIAL COPY

Property of Cook County Clerk's Office

36031545

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 14th day of DECEMBER
1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's
Adjustable Rate Note (the "Note") to
MORTGAGELINK (the "Lender") of the
same date and covering the property described in the Security Instrument and located at:

105 HILLSHIRE DRIVE

INVERNESS
[Property Address]

IL 60010

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE
MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST
RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.
THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.000 %. The Note provides for changes in the adjustable interest rate and my monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of JANUARY , 19 97 , and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

3 . 000 percentage point (3 . 000 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8 . 000 or less than 4 . 000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12 . 000 % which is called the "Maximum Rate".

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

S. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 3(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first

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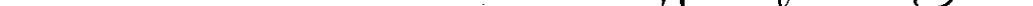
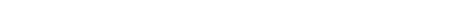
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Borrower
(Seal)

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(Seal)

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(See)

Rotower
(Seal)

PETER CRAWFORD
Borrower

SUSAN CRAWFORD
Borrower

(Seal)

of no 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 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.

the amendment to Uniform Form Covenantant 17 of the Security Instrument contained in Section C; above shall then cease to be effective, and the provisions of Uniform Form Covenantant 17 of the Security Instrument shall instead be in effect, as follows:

In effect, and the provisions of Uniform Form Covenantant 17 of the Security Instrument contained in Section C; above shall then cease to be effective to Lender, and this Security Instrument shall not be exercised by Lender if exercise is prohibited by general law as of the date of this instrument.

10. The Lender also may require the Trustee to sign an assumption agreement to accept a substitution to another
11. The Lender exercises the right to transfer its rights and obligations under this Note and the Security Instruments
12. and the Lender obligates the transferee to keep all the promises and agreements made in this Note and in the Security
13. Instruments. The Lender also may require the Trustee to transfer its rights and obligations under this Note and the
14. Security Instruments to another party. The Lender may do so without notice to the Trustee or the Borrower.
15. Borrower will continue to be obligated under this Note and the Security Instruments unless Lender releases
16. Borrower in writing.
17. If Lender exercises the option to require immediate payment, the full Lender shall give Borrower notice of acceleration,
18. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within
19. which Borrower must pay all sums secured by this Security Instrument or fail to pay these sums prior to the expiration
20. of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand
21. on Borrower.

Lender's interest in 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 prior to transfer, however, this option shall not be exercised by Lender if exercise of this option shall not be permitted by law as of the date of this Security instrument. However, this option shall not be exercised by Lender if exercise of this option shall not be permitted by law as of the date of this Security instrument unless Lender has given notice to Borrower of such non-permitting law and Borrower has failed to cure such non-permitting law within a reasonable time after receipt of such notice.

1. Under Bottomcover exercise the Conviction under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Coverage Rider, or the Security Instrument is amended to read as follows:

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If I choose to exercise the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

C. PRACTICAL ACTIVITIES Practical activities under this section (D) will not be greater than the maximum rate stated in Section 4(D) above.

rounded to the nearest one-eighth of one percent. The Note Holder will determine net yield cannot be determined because applicable commitments do not available.

rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rates covered by adjustable 60-day mandatory delivery commitment plus

(b) Calculation of Fixed Rate
to effect the conversion.

give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S.

Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new