

UNOFFICIAL COPY

RECORD AND RETURN TO:
PRIME STAR FINANCIAL CORPORATION

320 WEST ILLINOIS-#C105
CHICAGO, ILLINOIS 60601

DEFT-01 RECORDING \$35.00
T80009 TRAN 6408 01/02/97 15:26:00
96956 # SK #--97-000764
COOK COUNTY RECORDER

Prepared by:
CAROL FREY
WARRENVILLE, IL 60555

1542767

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 19, 1996
JUDITH KEDDINGTON, AN UNMARRIED WOMAN

("Borrower"). This Security Instrument is given to
PRIME STAR FINANCIAL CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 320 WEST ILLINOIS-#C105

CHICAGO, ILLINOIS 60601 ("Lender"). Borrower owes Lender the principal sum of
THREE HUNDRED THREE THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S. \$ 303,600.00).

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, 2027. 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:

PARCEL 1: LOT 15 IN LILL ON THE PARK RESUBDIVISION BEING A RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29,
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-29-418-037-0000

Parcel ID #:

which has the address of 2515 NORTH SEMINARY AVENUE-#D , CHICAGO
Illinois 60614

STATE, CITY,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 8/96
GRILL 198081

Zip Code ("Property Address"):

UNOFFICIAL COPY

4000: 1998

Borrower shall promptly discharge any lien which has priority over the security interest herein unless Borrower: (a) affirms in writing to the payee or to the obligee whom such lien is a matter of record; (b) complies in good faith with the loan agreement of the lien; or (c) secures from the holder of the lien an attorney's fee satisfactory to Lender after reasonable expenses of the lien; if Lender determines that any part of the Property is subject to a lien which may attach priority over

4. Changes, Losses, Borrower shall pay all taxes, assessments, charges, rates and impositions applicable to the Property, which may affect this Security Instrument, and lessee shall pay taxes or ground rents, if any. Borrower shall pay those obligations in due course provided in paragraph 2, or if it fails to do so, Borrower shall pay them on time directly to the person or persons in due course of payment. Borrower shall promptly furnish to Lender records verifying the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges (the "Leader Note").

Upon payment in full of all sums awarded by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

If the Friends held by Leader exceed the amounts permitted to be held by applicable law, Leader shall sooner or later pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following the date of payment of the deficiency.

The Funds shall be held in an institution whose depositors are insured by a federal agency, intermediately, or entirely (including Leader, if Leader is such as to qualify) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow items. Leader may not charge Bon with lot holding and applying the Funds, normally satisfying the Escrow account, or verifying the Escrow items, unless Leader pays for recover interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applied by Leader to pay Borrower any interest or earnings on the Funds, application law requires Leader to pay Borrower and Leader may agree to willing, however, than interest shall be paid on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing details paid to the Funds and the purpose for which each Fund was used. The Funds are pledged as security for all sums secured by this Settlement contract.

2. Funds for Taxes and Expenses. Subject to applicable law or to a written waiver by Lender, 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 accrue over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of postage from previous sums. These items are called "Fees or Items".

Lender may collect and hold Funds in an amount not to exceed the maximum amount a Lender for a Federally chartered savings bank, as any other, collects and holds Funds for Borrower's account under the Federal Retail Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future collection, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1. **Pragmatics of Principal and Interest:** Principal and Late Charges. Borrower shall promptly pay when due the

LINTERIOR COVENANTS. Bottowners and Landlord covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform coverage for personal use and more extensive coverages within limited periods by insuring to constitute a security instrument covering real property.

BRICKWORKER CO-OP ENTRANT'S will be limited to those who have been engaged in brickwork for at least one year.

TOGETHER WITH all the improvements now or hereafter erected on one property, 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".
REPLACEMENTS. Replacements of fixtures shall be made by the lessee before conversion and less than two months after conversion.

UNOFFICIAL COPY

1142167

• this Security Instrument, Lender may give Borrower a notice identifying the loss. 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, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

97000264

UNOFFICIAL COPY

www.17z.com

It by **first class mail** unless applicable law requires use of another method. The notice shall be directed to the Property Address of my other address. Notice despatched by notice to "Last". Any notice to Landlord shall be given by first class mail to

13. Let us consider, if the law received by the Secular legislature is subject to a law which has maximum loan charges, and that law is finally interpreted so that the interest of 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 loan exceed the permitted limits; and (b) any such loan charge shall be reduced from Borrower which exceeded permitted limits will be reduced to Borrower, under my choice to make this rule by reducing the principal owed under the Note or by making a direct payment to Borrower. If a related recordor principle, the recordors will be treated as a partial prepayment without any prepayment charge under the Note.

17. Borrower's return shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 18 hereunder, shall bind and benefit Section 18 hereunder; (a) assignments, the covenants and agreements of Section 18 hereunder, shall bind and benefit Section 18 hereunder; and (b) assignments, the covenants and agreements of Section 18 hereunder, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 18 hereunder.

of authorization of the same secured by this Security Instrument, granted by Lender to us, successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of Borrower or Borrower's successors in interest to recover any amount due under this Note.

11. Borrower Net Receivables: Forfeiture of Net Receivables by Lender. When Seller transfers its receivable to the Buyer, the amount of such payment will be the due date of the monthly payments referred to in Examples 1 and 2 or change the amount of such payment.

If the Property is demanded by Borrower, or if, after notice by Lender to Borrower that the condominium offers to award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is received by Lender, either to collect and apply the proceeds, or at its option, either to restoration or repair of the Property or to the same amount by the Security Instrument, whether or not due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Lien, whether or not the due date has passed, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Lien, the remaining unsecured balance of the Property shall be reallocated among the parties in proportion to their respective interests in the Property. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Lien, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Lien shall be reallocated among the parties in proportion to their respective interests in the Property. In the event of a total taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Lien shall be reallocated among the parties in proportion to their respective interests in the Property.

conveyance or other taking of any part of the Property, or for conveyance in lieu of condemnation, the heirs
shall be paid so long as

10. Consideration. The proceeds of any award or claim for damages shall give
dormant bodies in the time of or prior to an inspection specifically cause for the inspection.

9. Implications: Leader or is accept may make reasonable actions more and Leader or appropriate law.

Overall coverage substantially equivalent to the mortgage insurance premium is in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance premium in effect, from an alternative mortgage insurer approved by Lender. If substantially equivalent 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 begins to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance premiums payable to Lender, if Lender, in its sole discretion, determines that the premium or coverage is no longer required, or if Lender approves of Lender's insurance coverage (in the alternative), Lender shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loan reserve until the principal amount of the mortgage provided by Lender against Lender's available and is demanded. Borrower shall pay

UNOFFICIAL COPY

1542767

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 attorney's 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

initial: JK

97000764

UNOFFICIAL COPY

Page 5

卷之三

Digitized by srujanika@gmail.com

00000000000000000000000000000000

0005 910c 44303

Given under my hand and affixed seal, this 14 day of October 1996
Signed and delivered the said instrument as HIS/HIR free and voluntary etc, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE
personally known to me to be the same person(s) whose name(s)

1. The Illinois Cook Book
STATE OF ILLINOIS
COUNCIL ON
NUTRITION,
HEALTH AND
WELL-BEING

of Cook

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and
is my understanding executed by Borrower and recorded with it.

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

21, including, Leader shall be entitled to collect all expenses incurred in performing the functions provided in this paragraph
proceeding. Leader shall be entitled to recover all expenses incurred in performing the functions provided in this paragraph

applicable law provides otherwise). The notice shall specify: (a) the date the action required to cure the defect; (b) the date the notice is given to Borrower; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; and (d) that failure to cure the defect as of or before the date specified in the notice may result in acceleration of the loans secured by this Security Interest, provided however that such proceedings and sale of the Property. The notice further requires Borrower of the right to reinstate after acceleration and the right to enter in the records of the Property of a default of any other debtor to Borrower to acceleration and foreclosure. If the default is not cured or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Interest without further demand and notice, foreclose the Security Interest by judgment or otherwise, or take such other action as Lender deems necessary to protect its interest.

1542767

UNOFFICIAL COPY

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 19TH day of DECEMBER 1996, 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 PRIME STAR FINANCIAL CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 2515 NORTH SEMINARY AVENUE - #D, CHICAGO, ILLINOIS 60614

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 TENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration"). The Property is a part of a planned unit development known as WRIGHTWOOD NEIGHBORS.

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.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 9/90 DPS 6922 07/2004

Page 1 of 2

7 10/01/01

VMP MORTGAGE FORMS 1800IB21-7291

Inside: 

57000764

UNOFFICIAL COPY

Property of Cook County Sheriff's Office
SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
(Seal) _____
SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
(Seal) _____
SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
(Seal) _____

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 common areas and facilities of the PUD, or for any convenience in lieu of condemnation, are the property of the common areas and facilities of the PUD, shall proceed to Lender and with Lender's prior written consent, either provide the Property or cause to be provided in Upland Coverment 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 cause to be provided in Upland Coverment 10.

(1) the abandonment or termination of the PUD, except for abandonment of 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 "Condominium 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;

(iv) any action which would have the effect of reducing the public liability insurance coverage maintained by the Owners Association allocable to Lender;

(v) any action which would have the effect of reducing the public liability insurance coverage maintained by the Owners Association under the PUD dues and assessments taken due; then Lender may pay them.

F. Remedies of Borrower. Borrower does not pay PUD dues and assessments more than due, then Lender may pay them.

Any amounts disturbed by Lender that become additional debt of Borrower secured by the Security Instrument, Lender shall be entitled to other terms of payment, with interest, upon notice from Lender to Borrower requesting payment.

Interest from the date of disturbance at the Note rate and shall be payable, with interest, upon notice from the Security Instrument, Lender shall become entitled to other terms of payment, 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.

9700734