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COOK COUNTY RECORDER

SAS-A DIVISION OF INTERCOUNTY

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51474659 V RC ② MORTGAGE

LN: 288973

3350
ER

THIS MORTGAGE ("Security Instrument") is given on December 30, 1996
The mortgagor is SANDRA F. MASSETTI, DIVORCED AND NOT SINCE REMARRIED,

("Borrower"). This Security Instrument is given to
TRUSTCORP MORTGAGE COMPANY

which is organized and existing under the laws of Indiana, and whose address is

100 North Michigan Street, Suite 800, South Bend, Indiana 46601

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

-----FORTY THOUSAND AND NO/100-----
Dollars (U.S. \$ 40,000.00). 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:

LOT 150 IN TIFFANY PLACE UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4
AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 06-14-306-054

97060118

which has the address of 77 Marion

(Street)

Streamwood

(City)

Illinois 60107

(Zip Code)

("Property Address");

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1078 (0012)

51474659 ✓

Form 3014 9/90 (page 1 of 6 pages)

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Form 3014 9/96 (page 2 of 6 pages)

5. **Hazarded 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 goods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, Lender may give Borrower a notice definitely defining the lien. Borrower shall satisfy the lien or take to this Security instrument, if Lender determines that any part of the Property is subject to a lien which may attain priority to the lien by, or default of the payment of the obligation secured by the lien in a manner acceptable to Lender's opinion relative to prevent the lien by, or default of the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contains in good faith the in writing to the parties to the agreement of the obligation secured by the lien in a manner acceptable to Lender; (c) contains in good faith the Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees

the payments, (b) pays all taxes, assessments, charges, fines and impositions distributable to the

this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing payment to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under time directly to the man who provided in Paragraph 2, or if not paid in that manner, Borrower, shall pay them on

shall pay these obligations in the manner provided in Paragraph 2; or if any late charges due under this Note, second, if any, Borrower property which may attain priority over this Security instrument, and leasehold payments of ground rents,

Paragraph 2; third, to interest due; fourth, to any late charges due under this Note; second, if any amounts payable under

Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under this Note; second, all amounts received by Lender under

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

accrued by this Security instrument.

Funds held by Lender, if, under Paragraph 2, Lender shall acquire or sell the Property. Lender, prior to the acquisition of funds held by Lender in full of all sums secured by this Security instrument, shall promptly refund to Borrower any

Upon payment in full of all sums necessary to pay all taxes, assessments, charges, fines and impositions distributable to the

debt incurred in the twelve months preceding the date of application.

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

Lender at any time is not sufficient to pay the Escrow items when due Lender may so notify Borrower in writing, and, in

Borrower for the excess Funds in accordance with the requirements of applicable law.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

this Security instrument.

Borrower shall pay to Lender each debt to the Funds was made. The funds are pledged as additional security for all sums secured by

purpose to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the

shall give to Borrower and Lender may agree to writing, however, that interests shall be paid on the Funds. Lender

earmings on the Funds. Borrower and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or

agreement is made or applicable law requires that this loan, unless applicable law provides otherwise. Unless an

estate tax reporting service used by Lender to pay a one-time charge for an independent real

Lender to make such a charge. However, Lender may require Borrower to pay amounts payable law permits

account or verifying the Escrow items, unless Lender pays Borrower for holding this loan, unless applicable law provides

the Escrow items. Lender may also charge Borrower for holding and applying the escrow funds; or pay

(including Lender, if Lender is not an institution whose deposits are insured by a Federal agency, instrumentality, or entity

The Funds shall be held in trust in accordance with applicable law.

estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonably

law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to

Exhibit Schedule A of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another

amount a liquidator for a federally related mortgage loan may require Borrower to hold Funds in an amount not to exceed the maximum

items are called, "Escrow items." Lender may, at any time, collect and hold Funds in lieu of the payment of mortgage insurance premiums. These

Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums, to

incur other debts, or amounts, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold

taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly

principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note;

1. **Payment of Principal and Interest.** Borrower shall pay when due the

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

implied warranties by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to any

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record,

Borrower warrants and will defend generally, the title to the Property against all claims and demands, subject to any

encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacement and additions shall also be covered by this Security

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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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 default and reinstate, as provided in paragraph 18, 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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 specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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commodification of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Renovate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument further notice or demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any less than 30 days from the date the notice is delivered within which Borrower shall pay all sums secured by this instrument, if Lender exercises this option. The notice shall provide a period of 11 days under a period of

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in

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

be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note can conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or clause Note which can jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note paragraph.

in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property charges, and this law is finally interpreted so that the interests of all loan charges shall be collected or to be delivered by preparing.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery to the Note preparatory charge under the Note.

direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any reduced to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and this law is finally interpreted so that the interests of all loan charges shall be collected in connection with consent.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan or make any accommodations with regard to the terms of this Security instrument or the Note without this Borrower's consent.

17. Borrower's Covenants and Assumpsions. The covenants and assumpsions of this Security instrument shall be a

wavier of or preclude the exercise of any right or remedy. otherwise modifiable upon termination, in interests. Any forbearance by Lender in exercising any right or privilege Borrower not be entitled to release the liability of the original Borrower or Lender to extend time for payment or modification of another loan of the sums secured by this Security instrument only to moratorium instruments in interest instrument but does not exceed the Note: (a) as to signing this Security instrument only to moratorium instruments this Security instrument shall be given to Lender and Lender shall be given to any successor in interest. Any Borrower who co-signs this Security instrument shall not be liable for any such loans made by Lender to any successor in interest.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or

possible due date of the monthly payments referred to in paragraphs 1 and 2 or changing the amount of such payments.

Unless creditor and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

Lender is authorized to collect and apply the proceeds, unless to respond to Lender within 30 days after the date the Property is given, an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are

secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums

Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the

fractioin: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the

the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following

secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing,

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums

instrument, whether or not then due, with any excess shall be applied to the partial taking of the Property in

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby signed and

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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 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.

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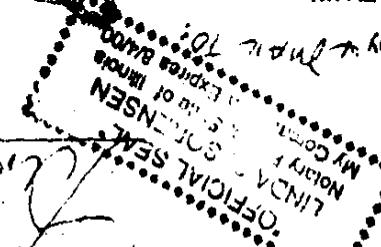
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Form 301-1 9/90 (page 6 of 6 pages)

Notary Public

(Address)

Lombard, IL 60148
100 W. 22nd Street, Suite 175
TRUSTCORP MORTGAGE COMPANY
Narilly J. Koss



My Commission expires:

Given under my hand and official seal, this 30th day of December, 1996

for the

and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed

, personally known to me to be the same person(s) whose name(s) is

do hereby certify that SANDRA F. MASSETTI, being first duly sworn,

a Notary Public in and for said county and state,

I, the undersigned

Cook

STATE OF ILLINOIS.

County ss:

Social Security Number

Borrower
(Seal)

Social Security Number

Borrower
(Seal)

Witnesses:

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

Other(s) (specify)

Balloon Rider

Graduated Payment Rider

Adjustable Rate Rider

Cordminium Rider

Rate Improvement Rider

Second Home Rider

Planned Unit Development Rider

Biweekly Payment Rider

Cordminium Rider

1-4 Family Rider

(Check applicable box(es))

This Security Instrument and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th 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

TRUSTCORP MORTGAGE COMPANY

(the "Lender")

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

77 Marion, Streamwood, Illinois 60107

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

Tiffany Place

(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 site 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.

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.

Sandra F. Massetti (Seal)
SANDRA F. MASSETTI
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower (Seal)
-Borrower

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