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PIGST QUALITY MORTGAGE COMPANY, INC. 760 PASQUINELLI DRIVE-SUITE 348 MESTMONT, ILLIMOIS 60559

Prepared by: CINDY CHEN WESTMONT, IL 60559

6652094

BOX 260

MORTGAGE

JANUARY 21, 1998 THIS MORTGAGE ("Security Instrument") is given on

. The mortgagor is

NELSON TSIAO AND LEE TSIAO, HUSBAND AND VIFE

("Borrower"). This Security Instrument is given to FIRST QUALITY MORTGAGE COMPANY,

THE STATE OF ILLINOIS

, and whose

which is organized and existing under the laws of address is 760 PASQUINELLI DRIVE-SUITE 346

WESTMONT, ILLINOIS 60559 ("Loder"). Borrower owes Lender the principal sum of

ONE HUNDRED FORTY FOUR THOUSAND AND 00/100

144,000.00 Dellars (U.S. \$

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 FEER JARY 1, 2028 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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and conver to Lender the following County, Illinois: described property located in COOK

LOT 2 IN GLENVIEW EAST, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 65.56 FEET) IN SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-31-111-009

Parcel ID#:

403 EAST LAKE AVENUE , GLENVIEW [Zip Code] ("Property Address"); (Street, City),

which has the address of 60025 Illinois

ILLINOIS-Single Family-FNMA/FHILMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 8/96

misses: NT 47 -6R(IL) (9608)

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ATGF, INC

Page 1 of 6

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die Security Instrument. Il Lender descrimes that any part of the Property is subject to a like which way attain privity over enforcement of the lien; or (c) secures from the holder of the firm an agreement satisfactory to Lender subordinating the lien tap by, or defends against enforcement of the firm in, legal proceedings which in the Lender's opinion operate to prevent the 🎢 sail and diffs boog ni areantoo (6), reduct or slokupeous rement a ni neil all yel boncese noingildo ada lo memysq ada or gnitivo

Africessuss (6) : noworrod ezslan insutunitati virusod eidt tavo viroing ezd doirio anif vius ogusdoch virpuorg likde roworrod If Borrower makes these payments directly, Borrower shall prompily furnish to Lender telesipts evidencing the payments. digengened eith ream Borrower shall promptly furnish to Lender all notices of entirum to be paid under this personal of the person over a paid trader that personal trader than the personal trader these obligations on the manner provided in paragraph 2, or if not paid in that mainer. Botrower shall pay them on time directly which may anem priority over this Security Instrument, and leachfuld payments or ground rents, if any. Borrower shall payed

🗸 Oranges, Liens. Borrower shall pay all taxes, assessments, charges, fines and empositions autributable to the Property third, to interest due: fourth, to principal due; and last, to any late charges due under the Note.

and 2 shall be applied. First, to any prepayment charges due under the Note: second, to amounts pays of ... ander paragraph 2, 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Achiler under peragraphs

this Security Instrument.

of the Property, shall apply any Funds held by Lender as the trine of acquisition or sale as a cock against the sums escened by Finds held by Leader. If, under paragraph 21, Leader shall auguine or self the Property, Leading prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower any

tovelve mountily payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Botrower shift linke up the deficiency in no mate than time is not sufficient to pay the Escrow frems when due. Lender may so maily Sourcaser in writing, and, in such case Borrower the excess Fands in secondance with the requirements of the wel slidsoligies to amount out this sound excess in admit a second and the family of Lender at any

If the Funds held by Lender exceed the amounts permitted to be field by applicable law, Lender shall associate to Borrower debit to the Funds was made. The Funds are pledged as additional security for all cums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that incress shall be paid on the Punds. Lender shall give to Borrowet, applicable line requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Punds. to be Leader in scaling an easing distribution and only described and provided distribution and and the connection of the content of the cont a charge. However, Lender may require Borrower to just a one-time charge for an independent real estate tax reporting service verifying the Escrow frems, unless Lender pays Box react interest on the Funds and applicable law permits Lender to make such Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, amusily analyzing the escrow account, or

(including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the The Funds shall be held in an inclination whose deposits are insured by a federal agency, instrumentality, or entity

was sidesily against the secondary critic applicable law. Leader may estimate the amount of Lands date on the basics to earned the estimates of expectativities of fitting sees a lesser amount. If so, Lender may, at any time, collect and hold Fonds in an amount not to exceed the lesser amount. 1974 as amended from time is inne, 12 U.S.C. Section 2601 or seq. ("RESPA"), unless another have distinguize to the Familie to and extraction of the property results are some some of the following the leaves from the first first first from the first first first from the first fir Lender tray, as any time, collect and book founds in an amount no exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mongage insurance premiums. These incine sue called "Escriow Arine," if any: (e) yearly it origage insurance premiums, if any: and (f) any sums payable by Borrower to Leader, in accordance with or ground rents on the Property, it any; (c) yearly hazard or property insurance premiunts; (d) yearly flood insurance premiunts, and assessments which may attain privatly over this Security instrument as a lien on the Property; (b) yearly leastfull payments 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

2. Fords for Texes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall gay to ately aft raburand esgrado axi dua maniyaqaya yna bua ately aft ya beonabiya idab aft no raarami bua to faqianiya

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

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THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited and will defend generally the trife to the Property against all claims and demands, subject to any encunibrances of record. gram and convey the Property and that the Property is uncocombered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage. "reproperty" all of the foregoing is referred to in this Security Instrument as the "Property."

factories now or hereafter a pan of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all exements, appurentances, and

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, 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 obserwise 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 & Sorrower'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 Lenter's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security to a ment or Lender's security interest. Burrower 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 Borrowe'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 into an tion or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by 'he 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 as coments 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

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to is by first class amai unless applicable law requires use of another tradiod. The tanice shall be directed to the France Adams in Figuilism by to it ginwirlsb od asvig sel lises manimant vinose zins ar tot debivorg revorted of seiten and ession. 👫

rational charge under the More. preyment to Borrower. It a refunct reduces principal, the reduction will be treated as a partial prepayment willow law Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct Wer biliands with the simil bearing believes which experts and the similar of the

from exceed the permitted firming, then: (a) any such loan charge that between by the amount mecessary to reduce the charge last and this animamon of batcolloo and or to boxfolio eaguida axed ratio to restaint aft and oz besugnami ylleaft ei was teats batc

13. Loan Changes. If the loan secured by this Security Instrument is subject to a law which sets maximum loan chalges. austino e' iswo. Of indi induly a stoff off to manustrif grinood zint to arrive of oxfore drive aminduminous yns oderr Security this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to Excell, Mobily, fortist for Same with very on desirgity phenomery from at (d) amountaint by the second of the personal of the Property of the Personal of Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to an along, grant and convey that paragraph 17. Borrower's coverance and agreements that be joint and several. Any Borrower's co-signs this Security Security the control of the table of the successors and the control of the correct, subject to the provisions of

21. Successive and Azzigne Bound: Joint and Several Liability; Co-signers. The coverants and agreements of this . एक्तांडा १६ विद्वार प्राप्त १० व्यांडाडाड

successors in interest. Any forbearance by Lender in exercising any right or ten de last des desires of or preclude the s'invoited to invoited langue all yet abant dupoints you seem yet manustratify incode eith yet between and to and in the state of the state o on operate to release the itability of the ariginal Borrower or Borrower's successors in interest. Leader shall not the required to listly travorted to testimin in recessors and to reduce by Lender to any context of the context

11. Borroner Not Released, Forbestance by Lender Not a Weiver. Exercision of the time tor psyment or modification ements to fine the date of the monthly payments referred to the suppression of the amount of the strength payments.

to flustes and Bonower otherwise sgree in parish any application of proceeds to principal salary and exactly or

. The same security instrument, whether or not the character.

emme wife of the Property of the process of matrices of matrices and supply of the process of the Property of award or settle a claim for damages. Borrower fairs to respond to Lender within 30 days after the date the notice is given.

If the Property is abandoned by Bornwers or if, after notice by Lender to Borrower that the condemnot offices to make an . The explicit to the sums after the Third for institution whether or not the sums and due.

taking, unless Borrower and Lender oder vice agree in writing or unless applicable hav otherwise provides, the proceeds shall and probed Classification becomes arms and to amount and near east of gricks and arolled Plans Landari groups of the souther exchange before the taking. Any balance that be paid to Borrower. In the event of a partial taking of the Property in which the fair Without of the sums secured introductly before the taking, divided by (b) the fair transes rathe of the Property introduction the Security Instrument sind by the unions of the groceody uniquitally by the following fraction: (a) the following The states of the states of the saling, unless Bravers and Lender collectives agree in writing, the states by market value of the Property immediately before the taking is equal to or greater than the amount of the sums seemed by like whether or not deep duct, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

In the event of a rotal raking of the Property, the proceeds shall be applied to the same secured by this Security Instrument. rational or bisq ad fluider.

condemission of other taking of any part of the Property, or for conveyance in Net of condemismon, are hereby assigned and 10. Condemnation. The proceeds of any award or claim for damages, direct tot consequential, in commercion with any Borrower notice at the time of or prior to an impaction specifying reasonable cause for the impaction.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender/shall give

wai sidesilique to tesass ens isworted asserted assertes aniva yas aire sonstroom in education and the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower steal pay payments may no longer be requined, at the option of Lender, if monteage insurance coverage (in the amount and for the petiod system is a first will second, use and retain the second areas is a lost reserve in lite of pringage insurance. Lost of besists to besign agreeves continuent with native reworned of bing gainst aministic concruent agreement through the first and substantially equivalent mentgage insurance coverage is not available, Borrower shall hay to Lender each month a sum equal to ors to Borrower of the morragge insurance previously in effect, from an adventage manust approved by Lender. If of the coverage substantially equivalent to the monte previously in effect, at a cost substantially equivalent to the

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 non 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 Eurower 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 Rigin 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 rejust tement) 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 the mader 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, ites; 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 at it an 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 for rower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Rote 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 implicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be rusis. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence. 150, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone ase 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, lawsur, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of 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 promotly 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 than 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



Form 3014 9/90

ह्मा स्म 302 (SOUTH UNITED SOUTH) are account 98081661 Page **ያ"የሰው የ**ስት ዜና እም ት ጭር እስፈላ እንስ እስፈ ተ **(C) ((*S**0-5) - 43-5 () -Stovilis 13 Section 1 STITO AND AN LOPIN (Sides view) Jol, c/2: expires: S/L SHA! day of 522 Given under my hand and official seal, this $-1_{\mathcal{L}}$ frot and voluntary ser, for the uses and purposes therein ser form as mammitant bias our bonovilob bias bongia THEIR subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (a) same assorber (a) indicating arms such and out and out armount of indicating a WELSON TSIAD OND LEE TSIAD, HISBORD OND WIFE s North Poblic in and for said con. by and state do hereby verify SZ DIMO STATE OF ILLEVOE, terono@ (1632) Buttowd: LEE VEIAO (Isse) teroning. NETEON LEIVO ([E=2]) *See Mines in any ridery's) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower so epr and agrees to the terms and covenants contained in this Security Institution and [glineats] (streamD) VA Ridor Second Home Rider Rate Improvement Rider Balloon Rider Binzekly Payment Rides sabiA insminificed find bannsiy X Graduated Paymen. Rider ान मिलातीर सिंताज Condominium Rider This sight states and the residence of the states of the s (Check applicable boots) the correction and an expectation of this Security Instrument as if the vidence) were a pan of this Security Instrument. Security Instituted and supersonants of cach such rider shall be interposated into and shall smend and supplement 24. Fidure to this Security Instrument. If one or more ridge are executed by Borkower and recorded together with this 23. Waives of Homestead. Borrower arrives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordarion costs. 22. Reference. Upon payment of all sums secured by this Security Institution. Lender shall release this Security Institution 21, including, but and limited to, reasonable attaurays' fees and creas at title evillence. proceeding. Leader shall be entitled to collect all expenses incurred in parameter that the transfer in this parameter feeithat his nonmentant himsel eich seeteral han bas basand redeal modien measural steamed eith ed beause or before the take specified in the votice. Lender, on its oppion, ang regains damischair pagracon in ball of all same one-existence of a deland or any other delense of Borrower to acceleration and leverigane. If the deland is not cured on ally gailbocoras succeleved ally of brezza of thyir self have antischerons tothe statzaior of thyir self to revorted combin secured by this Security Instrument, forcolorare by jodicial proceeding and sale of the Fraperty. The notice shall further emuz saft to anduratense at theory year existen saft at buildings state all probed to no thinks will prove or profish fault (b) (c) a date, not less than 30 days from the date the wonce is given to Borrower, by which the default enest be constitued and emplicable fare provides otherwise). The entire shall specify: (a) the default, (b) the entire required to care the default,

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21ST day of JANUARY, 1998, 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 FIRST QUALITY MORTGAGE COMPANY, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 403 EAST LAKE AVENUE, GLENVIEW, ILLINOIS 60025

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration").

The Property is a part of a pia and unit development known as

GLENVIEW

[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 sovenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree at 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 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 bazard unsurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Lovicers 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 - Fennie Mae/Freddie Mac UNIFORM INSTRUMENT - Form 3150 9/90

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BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions comained in this FUD Rider.

interest from the date of distrip ement at the Note rate and shall be payable, with interest, upon motice from the Security Instrument. Unes Borrower and Lender agree to other terms of payment, these amounts shall bear by Leanues to make for the landing amount likely 7 depressing sints to the land of the sundaid simuones by the sundaid since we have the sundaid since the s F. Brancker. If Borrower does not pay PUD dues and assessments when due, then Lender ringy pay them.

egrisons sometized which would bave the criters of partitions with subject the source of the partition of th

eny amendment to any provision of the "Constituent Documents" if the provision is for the express

(i) the shandonness or termination of the PCD, except for editionness or termination required by

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

paid to Lender. Such proceeds shall be applied by Lender to the same secured by the Security Instrument as sees and facilities of the PCD, or for any conveyance in lien of confirmation, are hereby secigned and chall be Borrower in connection with any condemnation or other raking of all or any part of the Property or the communi D. Condomnation. The proceeds of any award or claim for dansages, direct or consequential, payable to

eranted of the management flow to notiquiness has monogenent favoissolory to monument (iii)

have in the case of substantial destruction by fire or other casualty or in the case of a taking by condemination of

Lender to Borrower requesting payments

provided in Uniform Coverant 10.

to antimossa.

benefit of Lender;

eminem domain;

maintained to the Covering Association unacceptable to Lender.

written consent, either partition or subdivide the Property or consent to: