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RECORD AND RETURN TO:
FORTUNE MORTGAGE COMPANY

98122926

700 EAST OGDEN AVENUE-SUITE 111
WESTMONT, ILLINOIS 60559

Prepared by:
LEE C FANG
WESTMONT, IL 60559

6679640

DEPT-01 RECORDING \$35.00
T80009 TRAN 1348 02/17/98 12129100
\$7247 + C.G. # -98-122926
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 9, 1998**. The mortgagor is **JIE ZHANG** and **ANYI HSIEH, HUSBAND AND WIFE**

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **700 EAST OGDEN AVENUE-SUITE 111, WESTMONT, ILLINOIS 60559**. Borrower owes Lender the principal sum of **ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED AND 00/100**

Dollars (U.S. \$ **170,100.00**). 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 **MARCH 1, 2013**.

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 35 IN EMERALD HILLS-PHASE 1 BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1996 AS DOCUMENT 96436786, IN COOK COUNTY, ILLINOIS.

06-22-100-016

Parcel ID #:

which has the address of **127 AUGUSTA DRIVE, STREAMWOOD, ILLINOIS 60107** Zip Code (**"Property Address"**):

Street, City,

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90
Amended 8/96
[Signature]

VMP-CP(IL) (9808)

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VMP MORTGAGE FORMS 4000623 7/93

DPS 1089

BOX 333-CTI

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Borrower shall promptly discharge any lien which has priority over this Security Instrument until a Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien holder of the lien; or (c) recuses from the holder of the lien an agreement whereby it is agreed that the lien to secure payment of the lien; if Lender determines that any part of the Property is subject to a lien which may attach over this Security Instrument, Lender shall have the right to require Borrower to pay off such lien.

If Borrower makes like payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargers:** Lienor, Borrower shall pay all taxes, assessments, charges, times and importations attributable to the Property which may attain priority over the Security Instrument, and leave behind payments of ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the lienors.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts paid; under paragraph 2;

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 21, Lender shall require or sell the Property. Lender prior to the acquisition of title of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the amount secured by

time is not sufficient to pay the Escrow item when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after payment, at Lender's sole direction.

If the Funds held by Lender exceed the amounts permitted to be held by law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Under such agreement, the Funds are pledged as additional security for all sums received by this Security instrument.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank; Lender and apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually назначившие the Escrow account, or verifying the Escrow items, Lender's fees for such an institution) or in any Federal Home Loan Bank; Lender and apply the Funds to pay the Escrow items, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such

Because firms or otherwise in accordance with applicable law.

1974 as amended from time to time, 12 U.S.C., Section 2001 et seq. ("FSA"), unless another law shall apply to the funds

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's account under the Federal Real Estate Settlement Act of 1974.

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums; if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Extra expenses of Extra Premiums", if any;

Lender on the day monthly payments are due under this 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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

Variations by jurisdiction to constitute a uniform security instrument co-thing real property.

gram 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 to its satisfaction and demands, subject to any encumbrance of record.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security.

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, 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; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence, 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 covenant 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

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Form 301A 8/80
100-1092

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(Serial) issued

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise specified under another method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of another method. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing prepayment charge under the Note.

15. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the payment to Borrower, if a refund reduces principal, this reduction will be treated as a partial prepayment without any loss to Lender. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct Borrower's payment to Borrower, and (b) any sum already collected from Borrower which exceeded principal timely will be refunded to Lender permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeds the permitted limit, then:

16. Security Instruments. If the terms of this Security Instrument are violated by the Note without the Borrower's consent,

make any accommodation with regard to the terms of this Security Instrument instrument or the Note without the Borrower's consent.

17. Borrower's Covariance and Agreements of Lender and Borrower. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to pay the principal and convey that instrument to the Borrower; (b) is not personally obligated to pay the principal and convey that instrument to the Borrower; (c) is interested in the Property under the terms of this Security Instrument; (d) is not personally liable to pay the principal and convey that instrument to the Borrower.

18. Succession and Assignment. Joint and Several Liability: Co-signers, the covariance and agreements of this

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

agreement of any right of remedy.

19. Borrower Not Released; Forbearance By Lender; Note & Waiver. Extension of the time for payment of any amount due to Lender or to any holder of a note or other instrument by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the

compliance proceeding against any successor in interest of any demand made by the original Borrower or Borrower's

successor in interest of the original Borrower or Borrower's successor in interest. Lender shall not be required to

not permit to release the sum received by the original Borrower or Borrower's successor to any successor in interest of Borrower shall

of amortization of the sum received by the original Borrower or Borrower's successor to any successor in interest of Borrower shall

not release the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

reduced by this Security Instrument, whether or not such date.

Lender is authorized to collect and apply the proceeds, in its option, either to realization of right of the Property or to the sum

awarded or settled a claim for damages, Borrower shall be liable to Lender within 30 days after the date the notice is given,

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

be applied to the sum received by this Security Instrument whether or not the sums are then due.

taking, unless Borrower and Lender timely before the taking is less than the amount of the sum secured immediately before the

market value of the Property immediately before the taking, in the event of a partial taking of the Property in which the fair

before the taking. Any balance paid to Borrower, in the fair market value of the Property immediately before the taking, divided by (b) the total

amount of the sum received before the taking, multiplied by the following fraction: (a) the total

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

Security Instrument; (c) similarly before the taking, unless Borrower and Lender otherwise agree in writing, the sum received by

market value of the Property immediately before the taking is equal to or greater than the amount of the Property received by the

whether or not due, 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 total taking of the Property, the proceeds shall be applied to the sum received by this Security Instrument,

shall be paid to Lender.

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

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

Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

9. Damage. Lender or its agent may make reasonable entries upon and inspect any part of the Property. Lender shall give

instructions ends in recording any written agreement between Borrower and Lender or applicable law.

the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

payments made by an insurer provided by Lender again becomes available and is obtained, Borrower shall pay

be in effect, Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance, Loss reserve

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage is based on coverage of the

substantially equivalent mortgage insurance previously in effect, from a reliable mortgage insurer each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from a reliable mortgage insurer approved by Lender.

claim coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable 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

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Form 3014 8/80

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6R(1) 1980s

CHERYL L. RADY
"OFFICIAL SEAL"
 Notary Public State of Illinois
 My Commission Expires 5/9/98

My Commission Expires: 5/9/98

Given under my hand and official seal, this 7th day of April, 1998.

Signed and delivered to the said instrument as **THEIR** **THEY**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** personally known to me to be the spouse of **(a)** whose name(s)

JIA ZHANG AND ANNI HSIEH, HUSBAND AND WIFE

a Notary Public in and for said county and state do hereby certify

that **Cheryl L. C. Cook**

County Seal

STATE OF ILLINOIS, COOK

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

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

24. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument and/or any rider(s), the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument and applicable to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

[Check applicable box(es)]

<input checked="" type="checkbox"/> 1-A Family Rider	<input type="checkbox"/> 2-Biweekly Payment Rider	<input type="checkbox"/> 3-Graduated Payment Rider	<input type="checkbox"/> 4-Adjustable Rate Rider	<input type="checkbox"/> 5-Balloon Rider	<input type="checkbox"/> 6-VA Rider
Condominium Rider					
Planned Unit Development Rider					
Rate Improvement Rider					
Second Home Rider					
Other(s) [Specify]					

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but not limited to, reasonable attorney fees and costs of title evidence.

27. Inclusion, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all amounts non-extinctive of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured by Borrower of the right to reinstate after acceleration and the right to waive in the foreclosure proceeding the information furnished by judicial sale of the property. The notice shall further be secured by this Security Instrument, for acceleration and sale of the property. The notice shall further be secured by the failure to cure the default on or before the date specified in the notice may result in acceleration of the sum due and payable to Borrower by judicial sale of the property. The notice shall further be secured by the failure to cure the default on or before the date specified in the notice is given to Borrower, by which the default must be cured; and (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 sum due and payable to Borrower by judicial sale of the property. The notice shall further be secured by the failure to cure the default on or before the date specified in the notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (f) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (g) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (h) the notice shall specify: (a) the default(s); (b) the action required to cure the default;

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9TH day of FEBRUARY, 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 **FORTUNE MORTGAGE COMPANY**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **127 AUGUSTA DRIVE, 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 COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD** (the "Declaration"). The Property is a part of a planned unit development known as **EMERALD HILLS**.

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 (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 3 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 - Pamela Max/Frankie Mac UNIFORM INSTRUMENT Form 3160 8/90 DMS 4922
09-2930

2000-2010-01

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VMW MORTGAGE FORMS 10001-12281

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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 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.

[Signature]
JESÚS M. MARÍA

(Seal)

-Borrower

[Signature]
ANITA HESTER

(Seal)

-Borrower

[Signature]
DANIEL J. KELLY

(Seal)

-Borrower

[Signature]
ROBERT W. KELLY

(Seal)

-Borrower

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