1998-04-28 14:46:34

Cook County Recorder

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	About This Lies For Depart	ding Data]	
	eturn to:		
Tion egage Territors	(Naire and Address) MORTGAGE		(c1)
THIS MORTGAGE ("Security instruits	<u> Stump, husband an</u>	id wire,	
("Borrower"). This Security Instrument is gr	wn	ich is organized and exis	ang ander ne naws or
the State of Illinois	ipal sum of9ME QOTHS Dollars (1) same date as this Seconard earlier, due and parties of the Note; (b) e security of this Seconard this Seconard earlier the formula of the following to Lender the following security to Lender the following seconard earlier earlier than the following seconard earlier ear	HUNDRED THENTY THO S. S. 122,125,00 Trity Instrument ("Note" Trible on Hay the Joyns evidenced by the heavyment of all other writy Instrument; and te- ment and the Note, For the following described p County, Illino :	THOUSAND ONE This debt This deb
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which has the address of	ide Circle	Willo	w Springs
Illinois	(Sire)		[Cuy]
ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM I			01 10
Barokius Systianis (iz ji. Cood), MN (*) 86xi-197 274 (1 Conn. MO-Ed., 8/3	199 🗘	Form 3014-9/90 - ipage 1 of 6)	481 15



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Form 3014 9/90 (page 2 a) 6)

Bankers Systems, Inc. 31. Cloud, MM (1-800-397-25A) From Mo. 1-11. 8-31/64

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the

promptly furnish to Lender receipts evidencing the payments.

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents. If any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall

due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments. Unless applicable law propayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges

sale as a credit against the sums secured by this Security Instrument.

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 acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender 31 the time of acquisition or

to Borrower for the excess Funds in accordance with the requiremen's of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when Jue, Lender may so notify Borrower in writing, and, in such ease Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or funds to pay the Escrow Itams. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow account, or verifying the escrow tensor holding and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender in connection with this loan, unless applicable law permits content to be paid, applicable law permits content to be paid, applicable law permits to the paid, and applicable law requires interest to be paid, Lender shall not be required to pay Borrower any in eres, or camings on the Funds. Borrower and Lender may agreed to require that interest that interest that interest shall be paid on the Funds and the purpose for which each debit to the funds was made. The Funds are pledged as additional security let it sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be reld by applicable law, Lender shall account. Be account the funds held by Lender shall account the funds held by Lender shall account the funds held by Lender account for the funds are pledged as additional security let it sums secured by this Security Instrument.

shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property. (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard or property 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 "Escrow terms". Lender may, at any time, collect and hold Funds in an amount Procedures Act of 1974 as amended amount in an amount not to exceed the maximum amount a lender for Borrower's escropy account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time for ime, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at say time, collect and hold Funds in an amount not to exceed the lesser amount amount. If so, Lender may, at say time, collect and hold Funds in an amount not to exceed the lesser amount. It so, Lender may at any time, collect and hold Funds in an amount not to exceed the lesser amount. It so, Lender may at any time, collect and hold Funds in an amount not to exceed the lesser amount. It so, Lender may at any time, collect and hold Funds in an amount not to exceed the lesser amount.

due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable taw or to a written waiver by Lender, Borrower

UNIFORM COVENAITS. Borrower and Lender covenant 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 when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges

finited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY LASTRUMENT combines uniform coverants for national use and non-uniform coverants with

subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and lixtures 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." BORROWER COVENAUTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the fille to the Property against all claims and demands, record, Borrower warrants and will defend generally the fille to the Property against all claims and demands.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrowei 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 Borow r 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of

condemnation, are pricely assigned and shall be paid to Lender.

In the event of a otal taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than he amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or 7, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to rollect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured of this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Warver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original corrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this, ceptity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of a order and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under decernis of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with

regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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Harrier a Systems, Inc., 81 Cloud, MA (1-300-397 204.) From MD-11L 8/21/54

from Lender to Borrower requesting payment.

shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice 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

os op of evertion.

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 enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property. Lender's actions may include paying any sum, secured by a lien 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

leasehold and the fee title shall not merge unless Lender agrees to the merger in writing 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 connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower shall also be in default if Borrower, during the loan application process, gave materially false or information or statements to Lender (or tailed to provide I in tot with any material information) in Property or other material impairment of the lien created by this Sepurity Instrument or Lender's security interest. with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Mirring, which consent shall not be unreasonably winheld, or unless extenuating circumstances exist which are beyond 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 winheld, or unless extenuating circumstances exist which are deteriorate, or commit waste on the Property. Borrow it shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good taith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security intercent or Lender's security interest. Borrower may otherwise materially impair the lien created by this Security intercent or Lender's security interest. Borrower may other such a default and reinstate, as provided in paragraph 18, by equaing the action or proceeding to be dismissed one and a default and reinstate, as provided in paragraph 18, by equaing the action or proceeding to be dismissed one and a default and reinstate, as provided in paragraph 18, by equaing the action or proceeding to be dismissed on the action of the Borrower's interest in the within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Application: Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence

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 policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance extend or postpone the due day of the monthly payments referred to in paragraphs I and 2 or change the amount

Unless Lender and Lorrower otherwise agree in writing, any application of proceeds to principal shall not Instrument, whether or not u en due. The 30-day period will begin when the notice is given.

proceeds. Lender may ase the proceeds to repair or restore the Property or to pay sums secured by this Security from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance lessened. I. I.e 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 Burrower. If Borrower abandons the Property, or does not answer within 30 days a notice or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration

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

Taphis in the Property in accordance with paragraph 7. fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's 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 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

set forth above within 10 days of the giving of notice.

may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering If or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 version) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all same 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 excelles 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 bishoment. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies percented by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right a 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 for 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 sams 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 (c) iforcing 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 Now or a partial interest in the Note (together with this

Security Instrument) may be sold one or more times without prior project to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly because the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer an elated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the creange 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 Haza dou's Substances that are

generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower shall prompily give Lender written notice of any investigation, claim, demand, Lawaiii or other action by any governmental or regulatory agency or private party involving the Property and any Hazardo is Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any covernmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Horrower 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 covenam 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. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] ☐ 1-4 Family Rider ☐ Adjustable Rate Rider Condominium Rider ☐ Biweekiy Payment Rider ₹ Planned Unit Development Rider ☐ Graduated Payment Rider ☐ Second Home Rider ☐ Balloon Rider Rate Improvement Rider Other(s) [specify] By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. -Borrower [Space Below This Line For Acting wiedgment] -... County ss: I, the undersigned a Notary Public in and for said county and state, centify that Donald J. Stump and Ruth M. Stump, husband and wife, to the foregoing instrument, appeared before me this day in person, and acknowledged thatthe y......the signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this ______ 17th _____ day of _____ April, 1998 _____. My Commission expires: Notary Public DIANE M. TROJNIAR Notary Public, State of Illinois My Commission Expires 05/04/01

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17th day of April , 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

CENTRAL ILLINOIS BANK MC

(the "Lender")

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

12 Cliffside Circle Willow Springs, IL 60480

(Property Address)

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

its articles of incorporation and bylaws. The Property is a part of a planned unit development known as

(the "Declaration").

CLIFFSIDE (SWNHOMES

Name of Planned Unit Development

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

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lender further covenant and agree as follows:

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

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

requires, including fire and hazards included within the term "extended actorage," 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,

MULTISTATE PUD RIDER - Single Family - Famile Mae/Freddie Mac	UNIFURM	INSTRUMENT
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Form 3150 9/90

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

mainteined 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 impoints 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.

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Donald 2. Stump	-Borrower
With Ill tump	(Seal)
Ruth M. Stump	-Borrower
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EXHIBIT "A" LEGAL DESCRIPTION

THAT PART OF LOT 4 IN CLIFFSIDE TOWNHOMES PLANNED UNIT DEVELOPMENT, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 1993 AS DOCUMENT NO. 93975912, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 4, SIAD POINT BEING ON THE SOUTHERLY LINE OF CLIFFORD CIRCLE; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 4, ALONG AN ARC OF A CURVE TO THE LFFT, HAVING A RADIUS OF 107.00 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES, 15 MINUTES, 43 SECONDS EAST, A DISTANCE OF 75.75 FEET FOR A PLACE OF BEGINNING; THENCE MORTHEASTERLY, ALONG THE WESTERLY LINE OF SAID LOT 4, ALONG AN ARC OR A CURVE 70 THE LEFT, HAVING A RADIUS OF 107.00 FEET, HAVING A CHORD BEARING OF WORTH 11 DEGREES, 35 MINUTES, 33 SECONDS EAST, A DISTANCE OF 38.80 FEET, TO THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE SOUTH 51 DEGREES, 49 MINUTES 36 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 101.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, SAID 152.14 r.

8 MINUTES, 1.

ET; THENCE NORTH

111.46 FEET TO THE r.

19 33 319 050 vol. 084

18 - 33 - 319 - 0 - 11 POINT BEING 152.14 FEED NORTH OF THE SOUTHEAST CORNER OF LOT 4; THENCE SOUTH O DEGREES, 08 MINUTES, 14 SECONDS WEST, ALONG THE EAST LINE OF 4, A DISTANCE DF 44.04 FEET: THENCE NORTH 51 DEGREES, 44 MINUTES, 05 SECONDS WEST A DISTANCE OF 111.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P. I.N.: