

UNOFFICIAL COPY
PLANNED UNIT DEVELOPMENT RIDER

800-556045

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd day of October, 19 85, 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 ICA Mortgage Corporation, A California Corporation (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 2618 Smith Street, Rolling Meadows, Illinois 60008
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in _____

(the "Declaration"). The Property is a part of a planned unit development known as Meadows Edge (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

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

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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 the abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

David R. Rubin (Seal) _____
DAVID R. RUBIN (Borrower)

(Seal) (Borrower)

(Seal) (Borrower)

(Seal) (Borrower)

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PLANNED DEVELOPMENT DEEDS

THIS DEED IS A PART OF A PLANNED DEVELOPMENT DEEDS PROJECT AND IS SUBJECT TO THE PLANNED DEVELOPMENT DEEDS ACT, CHAPTER 664, STATUTES OF THE STATE OF ILLINOIS, AS AMENDED.

THE PARTIES TO THIS DEED ARE: [Name of Grantor], Grantor, and [Name of Grantee], Grantee.

THE PARTIES HEREBY AGREE TO THE FOLLOWING: [Detailed description of the property and the terms of the deed, including any easements, covenants, and conditions.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Chicago, State of Illinois, on this [Date] day of [Month], 20[Year].

Signature of Grantor: _____
Signature of Grantee: _____

Notary Public for Cook County, Illinois: _____

WITNESSES: _____

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON [Date] AT [Time].

INDEXED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON [Date] AT [Time].

FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON [Date] AT [Time].

COOK COUNTY, ILLINOIS

CLERK OF COOK COUNTY

CHICAGO, ILLINOIS

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Mail to :

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ICA Mortgage Corporation
4350 Executive Drive, Suite 335
San Diego, CA. 92122
ATTN: Linda Brown
800-556045

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NOTE IDENTIFIED 

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 23
1985. The mortgagor is DAVID R. RUBIN, divorced and not since remarried
("Borrower"). This Security Instrument is given to ICA MORTGAGE CORPORATION,
A CALIFORNIA CORPORATION, which is organized and existing
under the laws of California, and whose address is 4350 Executive Drive, Suite 335,
San Diego, California 92122 ("Lender").
Borrower owes Lender the principal sum of THIRTY THOUSAND DOLLARS AND NO/100ths
30,000.00 Dollars (U.S. \$ 30,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on January 31, 1986. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (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:

See Attached Legal Description "Exhibit A", attached hereto and made a part hereof.

EXHIBIT A

PARCEL 1:
THE SOUTHEASTERLY 23.17 FEET OF THE NORTHWESTERLY 107.88 FEET (MEASURED
AT RIGHT ANGLES) OF LOT 29 IN MEADOW EDGE UNIT 2-A, BEING A
RESUBDIVISION OF ALL OF MEADOW EDGE UNIT 2, A SUBDIVISION IN SOUTH 1/2
OF SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED
IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON
MARCH 5, 1975 AS DOCUMENT LR 2797428, IN COOK COUNTY, ILLINOIS

TAX # 02-27-908-138-0000

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH
IN THE DECLARATION OF EASEMENTS BY MEADOW EDGE COMPANY, REGISTERED IN
THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH
5, 1975 AS DOCUMENT LR 2797429 FOR THE PURPOSE OF PASSAGE, USE AND
ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

which has the address of 2618 Smith Street Rolling Meadows
(Street) (City)
Illinois 60008 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS 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 title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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 hereby assigned and shall be paid to Lender.

In the event of a total 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, 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.

If the Property is abandoned by Borrower, or if, 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 collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by 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 of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 Borrower 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 Security 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.

11. 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 Lender 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 the terms 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it 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 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

- 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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may be levied on the Property; (b) yearly mortgage insurance premiums; and (c) yearly hazard insurance premiums; and (d) yearly basis of current data and reasonable estimates of future escrow items.
- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
- 4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property, including but not limited to: (a) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (b) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (c) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (d) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (e) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (f) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (g) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (h) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (i) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (j) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (k) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (l) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (m) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (n) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (o) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (p) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (q) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (r) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (s) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (t) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (u) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (v) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (w) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (x) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (y) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (z) taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property.
- 5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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.
- 6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

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