

UNOFFICIAL COPY

PLANNED UNIT DEVELOPMENT RIDER

0 3 3 1 3 1 3 5

THE PLANNED UNIT DEVELOPMENT RIDER is made this **30TH** day of **APRIL**, 19 **86**
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to
FIRST AMERICAN MORTGAGE CO.

(the "Lender")

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

489 RUSTIC, WHEELING, ILLINOIS 60090
(Property Address)
03-12-302-012-0000

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
HARMONY VILLAGE
(Name of Planned Unit Development)

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

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

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

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

CAROL E. GREENBERG
CAROL E. GREENBERG

X SHARON B. GREENBERG (Seal)
SHARON B. GREENBERG/UNMARRIED PERSON
X LEWIS D. GREENBERG (Seal)
LEWIS D. GREENBERG/MARRIED
D. GREENBERG

3513255

UNOFFICIAL COPY

0 0 5 1 3 2 5 5

NOTE IDENTIFIED
JMP

3513255

[Space Above This Line For Recording Data]

MORTGAGE

604399-6

THIS MORTGAGE ("Security Instrument") is given on APRIL 30
1986. The mortgagor is A SPINSTER *SG* D *LG* SHARON B. GREENBERG, UNMARRIED AND LEWIS P. GREENBERG, MARRIED ** TO CAROL E. GREENBERG ("Borrower"). This Security Instrument is given to FIRST AMERICAN MORTGAGE CO.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1211 W. 22ND STREET, SUITE 800 OAK BROOK, ILLINOIS 60521 ("Lender"). Borrower owes Lender the principal sum of SIXTY EIGHT THOUSAND AND NO/100---

Dollars (U.S.) 68,000.00). 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 MAY 1, 2001. 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:

Parcel 1:

Building No. 2, Unit No. 6, in Harmony Village, being a subdivision in Sections 11 and 12, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois.

3513255

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration made by Chicago Title and Trust Company as Trustee under Trust Agreement dated August 15, 1972 and known as Trust No. 60448 dated August 2, 1973 and recorded October 2, 1973 as document No. 22498072 and also filed as document No. 2720034 and as created by the deed from Chicago Title and Trust Company, as Trustee under Trust No. 60448, to Thomas E. Hoefle dated February 23, 1977 and filed as document No. LR 2928733 for ingress and egress, in Cook County, Illinois, commonly known as 489 Rustic Drive, Wheeling, Illinois, together with all improvements thereon and appurtenances belonging thereto.

which has the address of 489 RUSTIC WHEELING (City)
(Street)
Illinois 60090 ("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.

3513255

UNOFFICIAL COPY

UNOFFICIAL COPY

1ST AMERICAN MORTGAGE CO.

211 WEST 22ND STREET, SUITE 800
CHICAGO, ILLINOIS 60622

RECORD AND RETURN TO:

1ST AMERICAN MORTGAGE CO.

211 WEST 22ND STREET, SUITE 800
CHICAGO, ILLINOIS 60622

RECORDED AND RETURNED MAY 1, 1957

NOTARY PUBLIC

My Commission expires: 4/30/03
Initials: JGD

signed and delivered the said instrument as
THEIR free and voluntary act, for the uses and purposes therefor
set forth.

CAROL E. GREENBERG, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

STATE OF ILLINOIS, MICHAEL A. SMITH,
County ss: , Notary Public in and for said county and state,

[Space below this line for acknowledgment]

**CAROL E. GREENBERG IS EXECUTING
THIS MORTGAGE SOLELY FOR THE
PURPOSE OF MAINTAINING ANY AND ALL
MATERIAL AND HOMESTEAD RIGHTS.

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

Other(s) [Specify] _____

- Adjustable Handlebar Rider
- Condormium Rider
- 24-frame Rider

Instrument, the cover sheets and Agreements of this Security Instrument as if the rider(s) were a part of this Security Document. [Check all applicable boxes(es)]

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

21. 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 recording costs.

costs of management including those pertaining to the collection of rents, including, but not limited to, attorney's fees, premiums on insurance policies, and expenses for advertising, shall be paid by the lessor.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to exercise all rights possessed by the Property and to collect the rents of

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but does not limit to collect all expenses incurred in the preparation of title evidence, fees and costs of title evidence.

Information Borrower of the right to retain title after acceleration and the right to accelerate before retransfer of the right to retransfer after acceleration and the right to accelerate to assert in the foreclosure proceeding the non-
existence of a debt or any other defense of Borrower to its option may require immediate payment in full of all sums secured by
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by
before the date specified in the notice.

(d) that failure to cure the defect within 30 days from the date the notice is given to Borrower, of which notice must be given in accordance with paragraph (c) above, will result in acceleration of the debt.

19. Acceleration: measures to accelerate production or delivery times.

UNOFFICIAL COPY

0 3 5 1 3 2 5 5

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 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 sum 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.

UNOFFICIAL COPY

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Lender under this Paragraph 7 until the debt is paid.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this instrument, unless Lender may take action, paying reasonable attorney fees and costs, to make repayment to Lender. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the regulations, then Lender may do and pay for whatever is necessary to proceed in bankruptcy, procedure, for condemnation or to enforce laws or regulations, rights in the Property (such as a proceeding in bankruptcy, procedure, 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 instrument, applying reasonable attorney fees and costs, to make repayment to Lender.

7. Protection of Lender's Rights in the Property; Adequate Insurance. If Borrower fails to perform the covenant and agreement contained in this Security instrument, or there is a legal proceeding that may significantly affect the property, Lender shall commence action to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall change the Property to determine or to continue the lease. If this Security instrument is on a leasehold, damage to the Property is a breach of the lease, and if Borrower shall not destroy, damage or substa-

lization instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to any insurance policies and proceeds resulting from damage to the Property is secured by this Security instrument.

Under Paragraph 19 the Property is referred to in paragraphs 1 and 2 or clause the amount of the payment or principal shall not extend or

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

when the notice is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin the day after the date of the claim Lender may collect the insurance proceeds. Lender may sue the person or entity liable to repair or restore the Property to settle a claim, or does not answer within 30 days a notice from Lender that he insurance carrier has

Borrower abandons the Property, or if Borrower abandons the Property, Lender may sue the insurance carrier to repair or restore the sums secured by this Security instrument, whether or not then due, with any access paid to Borrower. If

application of repair is not economically feasible and Lender's security would be lessened, the security is not lessened. If the restoration of property damaged, if the restoration of repair is repairable in writing, insurance proceeds shall be applied to restoration or repair unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender and Borrower may make proof of loss to Lender notices. In the event of loss, Borrower shall give prompt notice to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause.

unless Lender have the right to hold the policies and renewals. If Lender renews, Borrower shall provide a certificate of insurance carried by Lender.

5. Hazard Insurance. Borrower shall keep the term "extended coverage" and any other hazards for which Lender insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender

insured against the term "extended coverage" and any other hazards for which Lender is responsible.

of the property providing the insurance shall be chosen by Borrower or subject to Lender's approval which shall not be

renewed unless Lender has the right to renew the policy and renewals. If Lender is not made promptly by Borrower

all receipts of paid premiums and renewals shall be acceptable to Lender and shall include a standard moratorium clause.

All insurance carried by Lender.

unless Lender have the right to hold the policies and renewals. If Lender renews, Borrower shall provide a certificate of insurance carried by Lender.

6. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property in writing to the obligee or to a manner acceptable to Lender (b) consents in good

agreements in writing to the obligee or to a manner acceptable to Lender (a) consents in writing to the obligee or to a manner acceptable to Lender.

Note, to amounts due, under this Paragraph 2; fourth, to interest due, and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due under the

application as a credit, (c) last the sums secured by this Security instrument.

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower

Upon payment in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in full of more than the amount of the escrow items as received.

If the due dates of the escrow items, either promptly repaid to Borrower or credited to Borrower when due, the excess shall be

at Borrower's option, held by Lender to pay the escrow items when due, Borrower shall pay to Lender any

amount of the escrow items held by Lender is not sufficient to pay the escrow items when due, the excess shall be

paid to the escrow items held by Lender, together with the future monthly payments of Funds payable prior to

this Security instrument.

The Funds shall be held in an institution the debts due to the Funds was made. The Funds are pledged as additional security for the sums secured by

purposes for which each to the Funds was made. The Funds shall be held in an annual accounting of the Funds showing credits and debits to the Funds. Lender

shall give to Borrower, without charge, an account of the Funds held by Lender, Lender shall pay to the Funds and the

debts to be paid to Lender, Lender shall be paid on the Funds, unless an agreement is made or applicable law

Lender may agree in writing that interest shall be paid on the Funds, Lender to make such a charge. Borrower and

Lender pays Borrower interest on the Funds and applicable law permits Lender to make account of very little the escrow items, unless

Lender may not charge for holding and applying the Funds, Lender shall apply the Funds to pay the escrow items,

state agency (including Lender is such an institution), Lender, together with the debts due to the Funds held by a federal or

basis of current data and reasonable estimates of future escrow items.

1. Payment of Premium and Interest and Late Charges. Borrower shall promptly pay when due

the principal of and interest on the debt evidenced by the Note and any 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 attain priority over this Security instrument; (b) yearly

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

mortgage payments of gross rents on the Property, if any. These items are called "escrow items". Lender may already

have agreed to pay Borrower, any interest over this Security instrument, (e) equal to

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

UNIFORM CONTRACTS. Borrower and Lender enter into a following: