PIANNED UNTI DEVELOPMENDRYDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of APRIL , 19 87, 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

SEARS MORTGAGE CORPORATION AN OHIO CORPORATION of the same date and covering the Property described in the Security Instrument and located at:

(the "Lender")

10071 PRONTAGE RD. #A SKOKIKertyILLANOIS 60077

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 LEGAL: LOT 3 (EXCEPT THE NORTH 2.42 FEET THEREOF) AND THE NORTH 2.61 FEET OF LOT 4, ALSO THAT PART OF LOT "A" LYING SOUTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH 2/42 FEET OF LOT 3 AND LYING NORTH OF THE HASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH 2/42 FEET OF LOT 3 AND LYING NORTH OF THE HASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH 2/42 FEET OF LOT 3 AND LYING NORTH OF THE HASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH AND PROPERTY OF THE SAID

(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 obvenant 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 documen 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 in ving 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 provincin in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard is surance 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 for rage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurence 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 sue's 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 dramages, 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. Londer'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 of termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by conce mustion 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-managemen of the Owners Association;
- (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 has 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	s and provisions contained in this RUD Rider
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marie	
RYSZARD PLOSKONKA	(Scul)
Gena Ploskonka Irena Ploskonka	(Senl)
	(Scal)
	(Seal)

3608218

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02-58 <u>-71098</u> FHA	Assumability Rider
	DER is made this 15TH day of APRIL, 19 87 and is a to amend and supplement a Mortgage, Deed of Trust of
Security Deed (the "Security Instrur" Borrower") to secure the Borrower's n	nent") of the same date, given by the undersigned (the
BEARS MORTGAGE CORPORATION	
	(the "Lender") operty described in the Security Instrument and located at
10071 FRONTAGE RF. #A SKOKT	
Op	(Property Address)
designee, declare all sums secured by the of the property is sold or otherwise transby the mortgagor, pursuant to a contract execution of this mortgage or not late property subject to this mortgage, to a pwith the requirements of the Commission	2
	ecepts and agrees to the terms and provisions contained in
this FHA Assumability Rider.	
Witnesses:	
Udandy Cap	RYSZARD PLOSKONKA (Seal) Bortower
	JUNION PLO SKONKO (Scal) IRENA PLOSKONKA
	C
	(Scal)
	Вопомет
	(Scal)
	Вопомет

APRIL

State of Illinois 02-58-71098

MOTE IDENTIFIED A

Mortgage

PHA Case No.

131<u>49B_19</u>70

15TH This Indenture, made this AND IRRNA PLOSKONKA HIS WIFE day of

87, between RYSZARD PLOSKONKA

. Mortgagor, and

SEARS MORTGAGE CORPORATION a corporation of the state of ohio Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even PIPTY RIGHT THOUSAND DOLLARS AND NO/100 date herewith, in the principal sum of

Dollars (\$ 58,000.00

payable with interest at the rate of NINE

(%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (300 KNIGHTSBRIDGS PARKWAY \$500 LINCOLNEHIRE, ILLINOIS 60069

at such other place as the boto r may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

POUR HUNDRED SIXTY BIX DOLLARS AND 69/100

Dollars (\$ 466.69

, 19 57, and a like sum on the first day of each and every month thereafter until the note is fully paid. except that the final payment of principal cost interest, if not sconer paid, shall be due and payable on the first day of HAY 1.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Martgage and Warrant unto the Mortgagee, its successors or assigns. the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 3 (EXCEPT THE NORTH 2X42 FEET THEREOF) AND THE NORTH 2X61 FEET OF LOT 4, ALSO THAT PART OF LOT "A" LYING SOUTH OF THE KASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH 2742 FEET OF LOT 3 AND LYING NORTH OF THE EASTERLY EXTENSION OF 1912 2QUITE LINE OF THE SAID NORTH 2.61 PEET OF LOT 4 (TAKEN AS A TRACES (EXCEPTING PROM AFOREDESCRIBED PROPERTY THE EAST 147.33 FEET TVERROF).

IN ORCHARD MANOR HIGHLANDS SUBDIVISION OF PART OF THE BAST 5 ACRES OF THE WEST 15 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, KAST OF THE THIRD PRINCIPAL MEXICIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 1, 1956, AS DOCUMENT

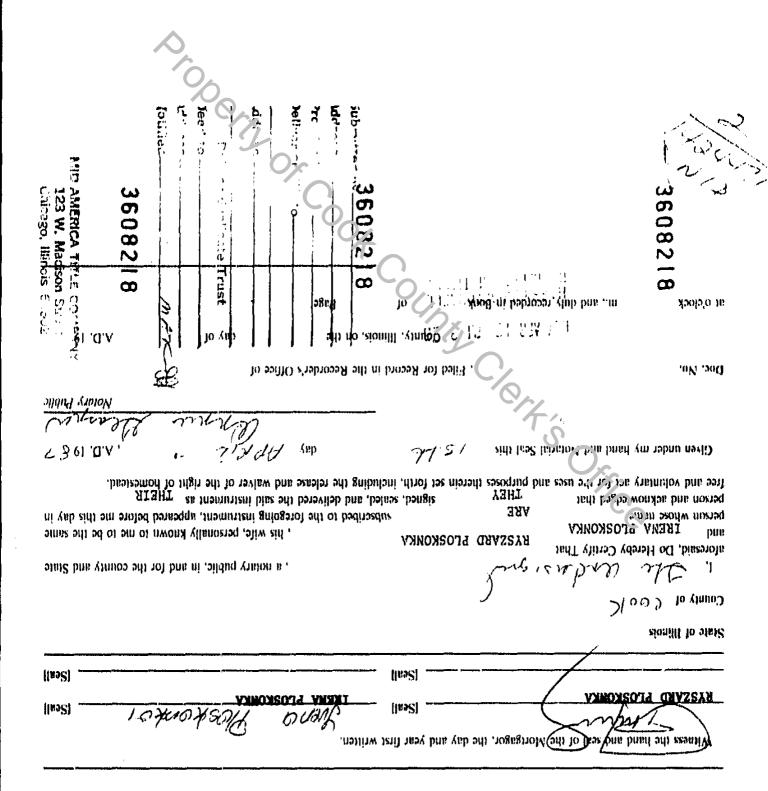
PERMANENT INDEX NUMBER (8) 10 09 200 040 **VOLUME NUMBER 110**

PROPERTY ADDRESS 10071 FRONTAGE ROAD #A SKOKIE, ILLINOIS 60077

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgage to be applied by it on account of the indebtedness secured hereby, whether t'ue or not.

The Mortgagor Further Agres, that should this mortgage and the note secured hereby not be cligible for insurance under the National Housing Act, within STXTY (60) days from the date hereof (written statement or any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY (60) days time from the date of this mortgage, declining to assure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, a issupplied, Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgageo in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deflciency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other

items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in passession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

An in Case of Foreelosure of this mortgage by said Mortgage in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or soits, advertising, sale, and conveyance, including attorneys', soliciturs', and stenographers' fees, outlays for documentary estages and cost of said abstract and examination of title; (2) all the maneys advanced by the Mortgage, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining annuald on the more ordinary ampaid. The overplus of the proceeds of the sale, if any, shall they be paid to the Mortgagor.

If the Mortgagor shall any axid note at the time and in the manner aforesaid and shall ab Je by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be noll and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby walves the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, no-ministrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the planal, the planal the singular, and the masculino gender shall include the feminine.

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Page 2 of 4

to the date when such ground rents, premiums, taxes and assessdivided by the number of months to elapse before one month prior estimated by the Mortgageet less all sums already paid therefor taxes and assessments next due on the mortsaged property (all as and other hazard insurance covering the mortgaged property, plus premiunts that will next become due and payable on policies of fire (a) A sum equal to the ground rents, if any, next due, plus the

of each month until the said note is fully paid, the following sums: hereby, the Mortgagor will pay to the Mortgagee, on the first day principal and interest payable under the terms of the note secured

that, together with, and in addition to, the monthly payments of

that privilege is reserved to pay the debt, in whole or in part on

any installment due date.

thereof to satisfy the same.

contested and the sale or forfeiture of the said premises or any part

operate to prevent the collection of the tax, assessment, or lien so

esedings brought in a court of competent jurisdiction, which shall

premises described herein or any part thereof or the improvement

or remove any day, assessment, or the tien upon or against the shall not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstandingl, that the Mortgagee

It is expressly provided, however (all other provisions of this

test the same or the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, con-

Ambility and Mortgagor further covenants and agrees as follows:

become due for the use of the premises hereimsbove described. the rents, issues, and profits now due or which may beceafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as Additional Security for the payment of the indebtedness

That He Will Keep the improvements now existing or hereafter

inimediate notice by mail to the Mortgagee, who may make proof

acceptable to the Mortgagee, in event of loss Mortgagor will give

have nitached thereto loss payable chases in favor of and in form

policies and renewals thereof shall be field by the Mortgagee and

ment of which has not been made hereinbefore. All insurance shall

ly, when due, any premiums on such insurance provision for pay-

erected on the mortgaged property, insured as may be required

eriods as may be required by the Mortgagee and will pay prompt hazards, ensualties and contingencies in such amounts and for such rom time to time by the Mortgagee ngainst loss by tire and other

be carried in companies approved by the Martgagee and the

she amount of principal then remaining amount of principal there. under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings of a the time the property is otherwise default, the Mortgages shall apply, at the time of the commencehereby, or if the Murigage, acquires the property otherwise after this mortgage reculting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated inder the provisions of subsection (a) of the preceding count of the professor any balance remaining in the funds are in comption; the amount of such indebtedness, credit to the acof inc evite indebledness represented thereby, the Mortgagee shall, dance with the provisions of the now secured hereby, full payment any time the Mortgagor shall tender to the Mortgague, in accor-Units, laxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground apail pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or lusurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground cents, phyments made by the Mortgugor under subsection (a) of the gagot, or refunded to the Mortgagot, It, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, no the option of the Mortgugor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground tents, random tay of the breeding paragraph dails exceed the amount If the total of the payments made by the Mortgagor under

involved in hundling delinquent payments. more than lifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment under this mortgage. The Mortgages may collect a "late charge" date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay-

(iv) late charges

ting amortisation of the principal of the sold note; and (iii) interest on the note secured hereby;

hazard insurance premiums;

(i) ground cents, if any, taxes, special assessments, fire, and other

be applied by the Mortgagee to the following items in the order set of maint by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this

Basesaments; and in trust to pay said ground rents, premiums, taxes and special ments will become delinquent, such sums to be held by Mortgagee

Mostgagor the sale of the mortgaged premises, if not otherwise paid by the debtedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additional inmay deem necessary for the proper preservation diereof, and any ii noitarach en in an bagignom moraf (moqorq aft of enique fole assessments, and insurance premiums, when dee, and may make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premites, or to keep said payments, or to satisfy any prior lien or insumbrance other than in case of the refusal or neglect of the Mortgagor to make such

Mortgagee. of insurance, and in such a now is, as may be required by the time be on said premise, chaing the continuance of said in debtedness, insured for the heart of the Mortgages in such forms thereof; (2) a sum actine ent to keep all buildings that may at any land is situate, upon the Mortgagor on account of the ownership linois, or of the county, town, village, or city in which the said or assessment that may be levied by authority of the State of th cient to pay all taxes and assessments on said premises, or any tax heremafter provided, until said note is fully paid, (1) a sum suffimen to attach to said premises; to pay to the Mortgagee, as instrument, not to suffer any hen of mechanics men or material thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep suid premises in good repair, and not to do, or permit to

And Sald Mortgagor covenants and agrees:

benefits to said Mortgagor does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, forever, for the purposes and uses herein set forth, free appurtenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the