COCHUMION AFFLOODS (OF 24 CPCOSTOR BY BY DOCASOUSTRS FYON COTO'A 67/456 A

- [Space Above This Line For Recording Data] -

MORTGAGE

255300-7

THIS MORTGAGE ("Security Instrument") is given on JULY 7
19 88 The mongagor is NANCY A. EVANS, SPINSTER

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and enisting under the laws of THE UNITED STATES OF AMERICA, and whose address is

4242 NORTH HARLE'

NORRIDGE, ILLINOIS, 60634

Borrower owes Lender the principal sum of

EIGHTY FOUR THOUSAND AND NO/100

("Lender").

Dolla's (US\$ 84,000.00). 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 AUGUST 1, 2018

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, vith 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 mor gage grant and convey to Lender the following described property

located in

COOK

County, Illinois:

PARCEL I: LOT 94 IN FOREST KNOLL TOWNHOMES, A PLAT OF PLANNED UNIT DEVELOPMENT IN THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL II: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I, AS SET FORTH IN THE DECLARATION OF EASEMENT, DATED AUGUST 11, 1978 AND REGISTERED SEPTEMBER 13, 1978 AS LAND REGISTRATION NUMBER 3045756 AND AS AMENDED BY INSTRUMENT REGISTER. NOVEMBER 29, 1978 AS LAND REGISTRATION NUMBER 3062101, AND AS DISCUSSED BY PLAT OF PLANNED UNIT DEVELOPMENT OF FOREST KNOLL TOWNHOMF. REGISTERED SEPTEMBER 13, 1978 AS LAND REGISTRATION NUMBER 30,5755, IN COOK COUNTY, ILLINOIS.

02-02-301-101-0000

which has the address of 373 FOREST KNOLL (Street)

PALATINE

Illinois

60074 [Zip Code]

("Property Address");

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.

🛄 24 Family Rider

NON-DAIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20, Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (b) that failure to cure the default on or before the date specified in the notice may result in acceleration of the suns 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; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19, Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

XX Planned Unit Development Rider

Sondominium Rider

Gradunted Lavrient Rider

Adjustab'c Late Rider

Instrument. [Check applicable box(es)]

supplement the ecvenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security to trainment, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ZHE/ , personally known to me to be the same person(s) whose name, s) SI do hereby certify that NANCY A. EVANS, SPINSTER a Notary Public in and or said county and state, County ss: STATE OF ILLINOIS, [Space Below This Line For Acknowledgmen!] 18W0110A-(Seal) 19WO1108 (Seal) Borrower (Insk) EVANS/SPINSTER NANCX (Seal) Instrument and in any rider(s) executed by Porrower and recorded with it. BY SIGNING BELOW, Borro en accepts and agrees to the terms and covenants contained in this Security Other(s) [specify]

Nerry Public, State of Illinois My Commission Expires 11/15/89 RECORD AND RETURN TO: ROLLING MEADOWS, 80009 TI WARLENE SAWYER My Commission Expires 11/19/89 PREPARED BY: Motery Public, State of Illinois YOARB A HTIGE My Commission expires: Given under my itans and others. SEAL. 28 61

ATTENTION: MARLENE SAWYER "OFFICIAL SEAL EDITH A. CRADY

UNOFFICIAL COPY 2

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 of sattle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is any lorized 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 Lende, 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 eyer use of any right or remedy.

11. Successors and Assigns Boynd; 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 cr-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the 'errns of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (2) 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 inte es 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 staps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument a all 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 Porrower. 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 Listrument 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 Institution 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

requesting payment.

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 Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fuils to perform the

fee title shall not merge unless Lender agrees to the merger in writing. 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 Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition. under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

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 he payments. If

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the procedus despired to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Aracy period will begin of the Property damaged, if the restoration or repair is economically feasible and Lender a security is not lessened. If the restoration or repair is not lessened, and it is not economically feasible or Lender's security would be lessened, and insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has Borrower abandons the property, or does not answer within 30 days a notice from Lender that the property, or does not answer within 30 days a notice from Lender that the insurance carrier has

Unless Lender and Borrower otherwise agree in writing, insurance proceeds snall be applied to restoration or repair

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

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

unreasonably withheld.

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 "extenced coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount; and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance shall be chosen by Borrower subject to Lender's approval which shall not be

of the giving of notice.

the Property is subject to a lien which may attain prior by ever this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days 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 forfeiture of an part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lier, to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the lier, to this Security Instrument. If Lender determines that any part of the Property is upon the may give Borrower a

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) receipts evidencing the payments.

pay them on time directly to the person wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender application as a crean surject the sums secured by this Security Instrument.

3. Application of P syments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied; first, to late charges due under the Mote; third, to amounts payable under paragraphs I fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrt wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain privery 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 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 were dayment. Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person were dayment. Borrower shall promptly furnish to Lender all notices of amounts

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

emount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds, If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing reporting service shall not be a charge for purposes of the preceding sentence. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed

or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

basis of current data and reasonable estimates of future escrow items. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrowers hall pay to Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrowers hall 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 lessehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

PIANTO ETTI DEVALOIMENT RYDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7TH day of JULY . 1988. 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 THE TALMAN HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ILLINOIS

(the "Lender")

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

373 FOREST KNOLL, PALATINE, ILLINOIS 60074

[Property Address]

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

SEE ATTACHED

(the "Declaration"). The Property is a part of a planned unit development known as FOREST KNOLL TOWNHOMES

[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 create, 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 at the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the P ope ty which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the heards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Urifo m 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 Coverant 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 equired 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 ravable 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, an oun', and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct in consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property of 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 mineral 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 Owier: 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 ter	terms and provisions contained in this PUD Rider.
(Seal) -Borrower	
(Scal)	

UNOFFICIAL COPY

Aroperture County Clerk's Office

service for the service of the result of the control of the first of the service of the service

LEGAL DESCRIPTION RIDER

PARCEL I: LOT 94 IN FOREST KNOLL TOWNHOMES, A PLAT OF PLANNED UNIT DEVELOPMENT IN THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PPURTENA
ECLARATION

ABER 13, 1978
ED BY INSTRUMEN.
N NUMBER 3062101,
PPMENT OF FOREST KNOL.
AS LAND REGISTRATION N.

31 09318 EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I, PARCEL II: AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED AUGUST 11, 1978 AND REGISTERED SEPTEMBER 13, 1978 AS LAND REGISTRATION NUMBER 3045756 AND AS AMENDED BY INSTRUMENT REGISTERED NOVEMBER 29, 1978 AS LAND REGISTRATION NUMBER 3062101, AND AS DISCLOSED BY PLAT OF PLANNED UNIT DEVELOPMENT OF FOREST KNOLL TOWNHOMES, REGISTERED SEPTEMBER 13, 1978 AS LAND REGISTRATION NUMBER 3045755, IN COOK COUNTY, ILLINOIS.

(Aatt, Calabrese + C' Connell 835 Sterling Are Relatine II. Cooper Submitted its Deliver certiff to Promised ... Milliness Maddiess Deed to _____ 72202 Address Miles ... Notified_ Defree dust he Marie Control The state of the s Oberty of Cook County Clerk's Office 1722021 The wife of the state of the st