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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this EIGHTEENTH day of NOVEMBER 1, 1989., 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 FLEET MORTGAGE CORP. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 465 HARMONY DR. WHEELING, ILLINOIS 60090 {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 COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION FILED AS DOCUMENT NUMBER LR2720034, RELATING TO THE CREATION OF HARMONY VILLAGE (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.

Leesa A. Kuzera (Seal)
LEESA A. KUZERA, A SPINSTER

(Seal)
Borrower

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Property of Cook County Clerk's Office

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HOTTMAN ESTATES, IL 60195

(Address)

ULTOS • 9

2500 W. HIGGINS RD. SUITE 725

SCOTT MAJOUR FOR FLEET MORTGAGE CORP.

This instrument was prepared by:

National Public

for more in

Given under my hand and official seal, this 15th day of November, 1985.

get forth.

....., Person(s) known to me to be the same person(s) who signed this instrument is/are described to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ is/are described to the foregoing instrument as H.E.R. —————— free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS.		Borrower _____	
CIRCUIT COURT OF COOK COUNTY,		Borrower _____	
CLERK'S OFFICE, DEPT. OF RECORDS,		Borrower _____	
RECEIVED NOV 16 AM 9 35 1969		RECEIVED NOV 16 AM 9 35 1969	
CAROL MUSSELMAN		CAROL MUSSELMAN	
REGISTRAR OF TRADES		REGISTRAR OF TRADES	
CITY OF CHICAGO		CITY OF CHICAGO	
ILLINOIS		ILLINOIS	
RECEIVED NOV 16 AM 9 35 1969		RECEIVED NOV 16 AM 9 35 1969	
CAROL MUSSELMAN		CAROL MUSSELMAN	
REGISTRAR OF TRADES		REGISTRAR OF TRADES	
CITY OF CHICAGO		CITY OF CHICAGO	
ILLINOIS		ILLINOIS	

Other(s) [specify] _____

Graduate Program Rider
Planned Unit Development Rider

XX Planned Unit Development Ridder

Graduate Payment Rider

22. Waverer of Homestead, Borrower waves all right of homestead exception in the Property.
 23. Waivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall form a part of this Security Instrument. If other or more riders are executed by Borrower and recorded together with this Security Instrument, [Check applicable box(es)]
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Supplemental Riders 1st Amendment Rider

20. Lessor and lessee shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property past due. Any rents collected by Lessor or the receiver shall be applied first to payment of all sums secured by this Security Instrument and then to payment of all sums secured by the mortgagee's interest in the Property.

21. Release. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following sale, Lessor, by agreement or by judgment of a court having jurisdiction, may sell the Property at public auction or otherwise, and the proceeds of such sale, less the expenses of sale, shall be applied first to payment of all sums secured by this Security Instrument and then to payment of all sums secured by the mortgagee's interest in the Property.

22. Borrower shall pay any recording costs.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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THIS INSTRUMENT WAS PREPARED BY
SCOTT MASON FOR
EFCM Mortgage Corp.
2900 W Higgins Road, Suite 725
P.O. Box 51818
Hoffman Estates, Illinois 60195

3840587

LOAN#: 798654-0

LSP 24573

NOTE IDENTITIES

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 15, 1989. The mortgagor is LEESA A. KUZERA, A SPINSTER ("Borrower"). This Security Instrument is given to FLEET MORTGAGE CORP., which is organized and existing under the laws of THE STATE OF RHODE ISLAND, and whose address is 125 E. WELLS STREET MILWAUKEE, WISCONSIN 53201 ("Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 65,000.00). 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 DECEMBER 1, 2019. 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 27-UNIT 4 IN HARMONY VILLAGE, BEING A RESUBDIVISION IN SECTIONS 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 2, 1973, AS DOCUMENT NUMBER LR2720033.

Subject To:

PARCEL 2: EASEMENTS APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN DOCUMENT LR2720034.

TAX NUMBER: 03-12-302-144, VOLUME 232.

3840587

which has the address of 465 HARMONY DR., WHEELING (City),
[Street] (City)
Illinois 60090 (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.

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Any amounts disbursed by Lender under this paragraph, including interest accrued thereon, 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 at the rate and date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Alteration Insurance. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that significantly affects Lenders' rights in the property as set forth in the bankruptcy, probate, or condemnation action or to enforce laws or regulations, Lender may do and pay for whatever is necessary to protect his interest in the property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, applying reasonable attorney fees and expenses to the preparation of Lender's case in court, paying any sums received by a lien which has priority over this Security instrument, and sending notices to the parties involved in the proceeding.

Instrumental immedietly prior to the acquisition.
6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subdivide change the property, allow the property to deteriorate or commit waste. If this Security instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and

Unless the due date of the monthly payments is deferred to in paragraphs 1 and 2 or changed the amount of principal shall not exceed or postpone the due date of the monthly payments, any application of proceeds to principal shall not exceed or 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 received by this Security interest.

of the Property damage, if the restoration or repair is not economically feasible or lessened, it shall be restored or repaired at the expense of Lender's security, whether or not lessened. If the restoration or repair is not economically feasible or lessened, it shall be restored or repaired at the expense of the Property or by sums secured by this Security instrument, whether or not lessened. The 30-day period will begin when the holder is given

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

5. **Hazard Insurance:** Borrower shall keep the property or equipment on the Property insured against loss by fire, hazards included within the term, "extended coverage," and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly pay over to his Security Instrument unless Borrower: (a) agrees in writing to the payment of the entire outstanding balance by the later in a manner acceptable to Lender; or (b) commits in good faith to the payment of the entire outstanding balance by the later in a manner acceptable to Lender; or (c) fails to make one or more of the payments set forth above within 10 days notice of demand by the Lienholder.

pay them on time directly to the lessor or owner of the equipment. Borrower shall promptly furnish to Lender all notices of amounts due to be paid under this paragraph. If Lessor or owner makes these payments directly, Borrower shall promptly furnish to Lender evidence of the payment.

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.

If the due dates of all the escrow items, shall exceed the time within which the future monthly payments of Funds payable prior to the amount held by Lender, together with the amounts required to pay the escrow items when due, the excess shall be paid by Borrower, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, the excess shall be paid by Lender. The due dates of all the escrow items, shall exceed the time within which the future monthly payments of Funds payable prior to the amount held by Lender, together with the amounts required to pay the escrow items when due, the excess shall be paid by Lender, together with the amounts required to pay the escrow items when due, the excess shall be paid by Lender.

SecuritY INSTRUMENTS
Each of the Mortgagors shall make available to the Lender such funds as may be required to pay Borrower any interest or carlntages on the Funds. Lender shall give to Borrower, without charge, an annual account showing credits and debits to the Funds and funds secured by purpose for which each debt is to the Funds was made. The Funds are pledged as additional security for the sums secured by this SecuritY INSTRUMENT.

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the expenses of winding up the business of the Funds and to make such a charge for holding the Funds as may be reasonable under the circumstances.

UNIFORM COMMERCIAL CODE
1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due principal of or and interest on the debt evidenced by the Note and any prepayments due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of or and interest on the debt evidenced by the Note and any prepayments due under the Note.

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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 an 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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