

MORTGAGE

THIS MONTGAGE ("Security Instrument") is given on NOVEMBER. 08 19.81 The mongagor is LOUIS JOHNSON AND LEGRA JOHNSON HIS WI	***************************************
19.81. The more agor is LOUIS JOHNSON AND LEGRA JOHNSON HIS WI	FE
("Borrower"). This Security Instru BELL FEDERAL SA'(I) GS AND LOAN ASSOCIATION under the laws of "E UNITED STATES OF AMERICA", and whose address	ment is given to
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION	, which is organized and existing
under the laws of	ss is
79. West Monton Size Chicago, Illinois 60603 Borrower owes Lender the part sipal sum of NINETY THREE THOUBAND AND	
Borrower owes Lender the propripal sum of	00/ 100
Dollars (U.S. \$93 (000 100). Thi	s debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for month paid earlier, due and payable on	ily payments, with the full debt, if not
paid earlier, due and payable on	This Security Instrument
secures to Lender: (a) the repaymen, of the debt evidenced by the Note, with inte-	rest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under para	igraph / to protect the security of this
Security Instrument; and (c) the performanc, of Borrower's covenants and agreemen	its under this security instrument and
the Note. For this purpose, Borrower does lereby mortgage, grant and convey to Le	nder the following described property
located in	County, Innois:
The second secon	AT AS ASSTRANT TOWNSHIP

LOT 242 IN LAKE LYNWOOD UNIT 8, BEIN3 A SUBDIVISION OF PART OF SECTION 7, TOWNSHISS NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 30, 1/74 AS DOCUMENT NUMBER 2781173. As DUNING CONTROL

PERMANENT TAX I.D. NUMBER 33-07-208-098

which has the address of 19733 LAKE PARK	DRIVE	LYNWOOD
	reet)	(CHy)
Illinois	perty 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.

breach of any covenant or agreement in this Security Instrument (but wat prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's MON-UNIFORM COVENAUTS. Borrow et and Lender further covenant and agree as follows:

but not limited to, reasonable atturneys' fees and coats of title evidence. this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, before the cate specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; uniess applicable law provides otherwise). The notice shall specif; , in) the default; (b) the action required to cure the

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the 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 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

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

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Instrument. [Cneck applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the ride (s) were a part of this Security this Security detrument, the coverants 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 Borr -wer and recorded logether with

(1602)	MOBNHOT	BI NOT	0,		
		it and recorded with	ecuted by Borrowe	kə (2)1əbin yas ni bas Inəmu1121	و
tined in this Security	serms and covenants conta				
RECER SEASTRON MAD	30 YEAR AMORTIZED L	STAR GBXI3 AA	2 AE	[3] Other(s) [specify]	
	Spinent Rider	anned Unit Develo	Rider 🗀 PI	Insm (89 betaubard 🔲	
-4 Family Rider	-z 🔲	ondominium Rider	o 🗀 🖸	biA sieA aldakulbA 🗀	

This instrument was prepared by ... INS. TERGERS. My Commission Expires: Aug. Witness my hand and official seal this (pc' spc' (pc)) executed said instrument for the purposes and uses therein set forth, THEY (his, her, their) free and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be...... I'le E.I.P....... free and voluntary act and deed and that have executed same, and acknowledged said instrument to be..... TO DITE. 4 DRING W. AND. LEGRA, AND WAGE, 418, WAFE. AVOICE S. ATTS-Habitaty Public in and for said county and state, do hereby certify that COUNTY OF 700) Or Cook **STATE OF**



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 vettle 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 secure aby 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. Borrowe, No. 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 no. or crate 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 emortization 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 cylindise 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 ben aft 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 Cagrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with rigard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Scorring 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: (s) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sims 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 refunc reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or extination 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 Informent and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps pecified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument half be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The rotice 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 notife to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender at an given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay 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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requesting payment.

when the notice is given.

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 may take action under this paragraph?, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this 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 fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Lesseholds. 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 it 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 postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Doday period will begin of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, he 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 insurance carrier has secured by the property or does not answer within 30 days a notice from Lender has the property, or does not answer within 30 days a notice from Lender has the property.

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds 3 all be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

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

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrowe, subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the encunts and for the periods that Lender requires. The

insured against loss by fire, hazards included within the term "... aten sed coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the in pro-ements now existing or hereafter erected on the Property

of the giving of notice. percent the enforcement of the lien or forfeiture. A my part of the Property; or (c) accures from the holder of the lien an agreement satisfactory to Lender abhordinating the lien to this Security Instrument. If Lender determines that any part of the Property is aubject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or ake one or more of the actions set forth above within 10 days astrees in writing to the payment of the obligation ecuted 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 Borrower shall promptly discharge as y lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. to be paid under this paragraph. If Bot ower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Charges; Liens. Porrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any,

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Dayments. Unless applicable law provides otherwise, all payments received by Lender under under the Mote; second, to prepayment charges due under the Mote; second, to prepayment charges due under the

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 application as a credit against the sums secured by this Security Instrument.

3. Application and the sums secured by this Security Instrument.

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Upon 13 ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. 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

this Security Instrument. 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 Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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

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

FIVE YEAR FIXED RATE THIRTY YEAR AMORTIZED LOAN MORTGAGE RIDER

THIS MORTGAGE RIDER is made this 87H day of NOVEMBER	., 19 <u>-81</u> , and is
incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security I	Deed (the "Security
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Five Year	Fixed Rate Thirty
Year Amortized Loan Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Note") representation of the same of	ie "Lender") of the
same date and covering the property described in the Security Instrument and located at:	

19739 LAKE PARK DRIVE, LYNWOOD, IL 80411

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTITY PAYMENT CHANGES

(A) Change Dates

(B) The Index

Beginning with the first Change Date, my increst rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Gurrent Index." The "Index" is the monthly average yield on actively traded issues of United States Treasury securities adjusted to a constant maturity of five years as made available by the Federal Reserve.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpuid principal that I am expected to owe at the Change Date in full on the maturity at eat my new interest rate in substantially equal payments.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my mor observations again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

- B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
 - 24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.
 - 25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

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- 26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.
- 27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

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

Proberty of Cook County Clerk's Office

PLAINED TITT DEVALORED PROFE

THIS PLANNED UNIT DEVELOPMENT RIDER IS made this 08 day of NOVEMBER 19.91
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
of the same date and covering the Property described in the Security Instrument and located at: 19733 LAKE PARK DRIVE LYNHOOD (COOK) ILLINOIS [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 inTHE LAKE LYNWOOD MARINA HOMES ASSOCIATION
(the "Declaration"). The Property is a part of a planned unit development known as
(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 given 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 'ong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy in uring 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 ir an ence on the Property; and
- (ii) Borrower's obligation unde Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required crive age 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 insurar ce proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, and proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the suchs 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 dam 19.3, 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 condern with 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;
- (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 mix 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.

LEONA JOHNSON (Seal)

or