00541561 JUL-12-2000 WED 03:27 PM ALLIANCE MORTGAGE 2000-07-20 11:23:40

After Recording Please Return To:

Alliance Mortgage Company dba AMC Mortgage Corp.

[Name of Natural Person]

[Company Name]

8100 Nations Way [Street Address]

Jacksonville, FL 32256

[City, State ZIP]

Prepared By:

COOK COUNTY RECORDER EUGENE "GENE" MOORE BRIDGEVIEW OFFICE

[Name of Natural Person]

[Street Address]

[City, State 7/1P]

[Space At ove This Line for Recording Data]

MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

Loan No:: 650398

VA CASE NO: 28-28-6-0702575 M/N 10001196503982000-5

Cook County Recorder

THIS MORTGAGE ("Security Instrument") is given on July mortgagor is Mark Kent and Viola Kent, HUSBAND AND WIFE

2000 . The

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MPRS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (S. 2088) 679-MERS. Alliance Mortgage Company dba AMC Mortgage Corp. ("Lender")

is organized and existing under the laws of

Florida

, and has an address of

8100 Nations Way, Jacksonville, FL 32256

Borrower owes Lender the principal sum of

sixty four thousand seventy seven and NO/100ths

64,077.00 Dollars (U.S. \$

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 2015 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,

Initials:

Modified Form 3014 09/90

(page 1 of 7 pages)

VM400211, 02/99 Rnv, 07/99

Illinois Mortgage-Single Family-Fannic Mac/Freddie Mac UNIFORM INSTRUMENT

- THE COMPLIANCE SOURCE, INC. To Order Call: (972) 980-2178 (972) 392-2891

жжж сишбрунселониел ест



extensions and modifications of the Note; (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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in Cook County, Illinois:

See Exhibit "A" attached hereto and made a part hereof.

which has the address of 110 S. Dunton, #4J

[Street]

Arlington Heights, Illinois

60005

[City]

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all easements, appurtenances, and 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the ment to forcelose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or cancer at this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully ecised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unforumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against of claims and demands, subject to any encumbrances of record.

TIMS SECURITY INSTRUMENT combines uniform covenants for ranged use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as fonews:

- 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.
- 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 (Fands") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property. (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrow a to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 ct seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay

Initials

Modified Form 3014 09/90

(page 2 of 7 pages)

Illinois Mortgage-Single Family-Faunic Mac/Freddie Mac UNIFORM INSTRUMENT

- THE COMPLIANCE SOURCE, INC. "

To Order Call: (972) 980-2178 - Fax (972) 392-2891

www.coming/tecsonics.com

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payriem in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer. If, under paragraph 21, Londer shall acquire or sell the Property, Londer, prior to the acquisition or sale of the Property, shrill apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument

- 3. Application of Tayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower 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. Borrower shall pay these obligations in the manner provided in par graph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrowe shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 roce stings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the ion in agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject 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 take one or more of the actions set forth above within 10 days of the giving of notice,

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. 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. If Borrower fails to maintain coverage described above, Lender may, at Londer's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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, 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 do insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to resoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is no assented. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums seemed 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

Modified Form 3014 09/90

(page 3 of 7 pages) VM40021L 03/98 Ray, 07/99

Illinola Mortgage-Single Family-Fannic Mac/Freddic Mac UNIFORM INSTRUMENT

— The Compliance Source, Inc. —

To Order Call: (972) 980-2178 Fax (972) 392-2891

жим сотирыществится соги

damage to the Property, prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee time shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become obtained debt of Borrower secured by this 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.

- 8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to or in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from a alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from a alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in thru of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. 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
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in correction 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 is less than the amount of the sums secured immediately

three result that minds even him is being the

Modified Form 3014 09/90

(page 4 of 7 pages) VM40011L 01/94 Rev. 07/99 before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condennor 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall find 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 Lader 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.
- 13. Loan Charges. If the loan sectors 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 suans already cultified 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.
- 14. Notices. Any notice to Borrower provided for in his 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 characteristic 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 I roperty or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is of a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all soms 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 as if no acceleration had occurred; (b) cures any

Initiale

Mudified Form 3014 09/90

(page 5 of 7 pages) VM400211, 03/08 Nov. 07/99

Illinols Mortgage-Single Family-Fannic Mac/Freddie Mac UNIFORM INSTRUMENT

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 Fax (972) 392-2891

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 paragraph 17.

- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Flazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property,

Borrower shall promy av give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Mazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lenger Tether covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to perceiver prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; and (d) that failure to cure the default on or before the date specified in the notice may result in accidenation of the sums secured by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice that! further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the horsexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entired to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, recommend attorney's fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall close this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Properly.

Modified Form 3014 09/90

(page 6 of 7 pages) VM-00111, 03/98 Rev. 07/99

Illinois Mortgage-Single Family-Fample Mac/Freddir Mac UNIFORM INSTRUMENT

- THE COMPLIANCE SOURCE, INC. -To Order Call: (972) 980-2178 • Fax (972) 392-2891

www.compliancommrce.com



State of Illinois

County of

OFFICIAL JULIE A. BAKER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/8/2002 (Scal)

[name of person acknowledged].

Notary Public, State of

My Commission Expires:

Initials:

VA ASSUMPTION POLICY RIDER (With Guaranty Clause)

Loan No:: 650398

CASE NUMBER: 28-28-6-0702575 MIN: 10001196503982000-5

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

This Rider is made this 12th day of July, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") dated of even date per vinit, given by the undersigned ("Borrower") to secure Borrower's Note to Alliance Mortgage Company the AMC Mortgage Corp.

("Lender")

and covering the Property described in the Security Instrument and located at

110 S. Dunton, #4J, A.lington Heights, IL 60005
[Properly Add :ss]

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

VA GUARANTEED LOAN COVENANT: If the indebtedness secured hereby by guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereinder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with propagation of the secured indebtedness and the provision that the Lender may a celerate payment of the secured indebtedness pursuant to Covenant 17 of the Security Instrument, are hereby a unded or negated to the extent necessary to conform such instruments to said Title or Regulation.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four pt. centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover u.e extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the

VA Assumption Policy Rider (With Guaranty Clause) (Multistate)

To Order Call: (972) 980-2178-Fax (972) 392-2891

| (972) 980-2178 • Pax (972) 392-209

Initials.

(page 1 of 3 pages) 64504MU 07/22 C1222, All Rights Prompted proceeds of any sale made to satisfy the indebtedness secured hereby, unless proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Lender may declare the indebtedness hereby secured at once due and payable and may require immediate payment in full or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferce ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterons Affairs or its authorized agent pursuant to Section 3714 of Chapter 37, Title 35, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FUE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of 0 e property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for its. Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provides, and, at the option of the Lender of the indebtedness hereby secured or any transferee thereof, shall be an additional debt. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application, for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagie or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing

Initials:

Loan No:: 650398

VA Assumption Policy Rider (With Guaranty Clause) (Multistate)

THE COMPLIANCE SOURCE, INC.
TO Order Call: (972) 980-2178-Fax (972) 392-2891

Call: (972) 980-21 /8 - Fax (972) 392-289

(page 2 of 3 pages) 64504MU 07/99

Ø1999, All Rights Represed

the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this Rider.

(Seal) (Scal) -Borrower Viola Kent -Borrower Office (Seal) (Seal) -Fiorri wer -Borrower

Loan No:: 650398

Initials:

VA Association Policy Rider (With Guaranty Clause) (Multistate)

THE COMPLIANCE SOURCE, INC.

To Order Call; (972) 980-2178 (972) 392-2891

www.compliancomputes com

(page 3 of 3 pages) 64504MU 07/99

UNOFFICIAL COPY 1561 Page # of 14



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000456947 OC

STREET ADDRESS: 110 S DUNTON

#4J

CITY: ARLINGTON HEIGHTS

COUNTY: COOK COUNTY

TAX NUMBER: 03-32-101-042-1029

LEGAL DESCRIPTION:

UNIT 4-J AS DELINEATED IN SURVEYS OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER TOGETHER REFERRED TO AS "PARCEL"):

PARCEL 1: LOTS 2 AND 3 IN SIGWALT'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 15 ACRES OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, PANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THE SOUTH 1/2 CHAINS OF THE NORTY 4.25 CHAINS OF THE EAST 2.50 CHAINS OF THE WEST 10 CHAINS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 1, EAST OF THE THIRD PPINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTCHED TO DECEMBER RECORDED AS DOCUMENT 21663600 AND FILED AS DOCUMENT 2586499, TOGETHER WITH ITS UNFIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 3:

TOGETHER WITH AN EXCLUSIVE EASEMENT FOR THE PARKING PURPOSES IN AND TO PARKING SPACE NO. "P-4" AS DEFINED AND DELINEATED IN SAID DECLARATION AND SURVEYS, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM RIDER

Loan No:: 650398

MIN: 10001196503982000-5 VA Case #: 28-28-6-0702575

THIS CONDOM NI JM RIDER is made this 12th day of July, 2000, and is incorporated into and shall be then cd to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") when same date given by the undersigned (the "Borrower") to secure Borrower's Note to Alliance Mortgage Company dba AMC Mortgage Corp.

(the "Lender")

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

110 S. Dunton #:J, Arlington Heights, IL 60005

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which ects for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its combers or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the:

MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY FNMA/FHLMC UNIFORM INSTRUMENT Page

Page 1 of 3

FORM 3140 LDOC050A 01/97

Initials:

other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents,

B. Haz and Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire cold hazards included within the term "extended coverage," then:

(i) Lender waive the provision in Uniform Covenant 2 for the monthly payment to Lender 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.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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 unages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, 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 mins secured by the Security Instrument as provided in the appropriate Uniform Covenant.

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 Condominium Project, except for chandonment 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.

MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY PHANAPHLMC UNIFORM INSTRUMENT P

Page 2 of 3

FORM 3140 LDOC050B 01/97 F. Remedies. If Borrower does not pay condominium 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 se ure'l 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, Berower accepts and agrees to the terms and provisions contained in this Condominium Rider.

	C		
Mark Kent	(steml) -Botton et	Viola Kent	(Scat)
	(Scal)		(Scal)
,		Clay	7
			SOME.

MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY FNMA/FHLMC UNIFORM INSTRUMENT Fage 3 of 3

FORM 3140 LDOC0500 J1/97