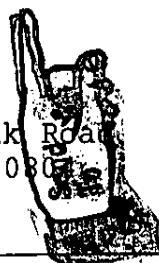


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215203

Name: Martha Hovorka
 Central Federal Savings
 and Loan Association
 Address: 5953 W. Cermak Road
 Cicero, IL. 60804

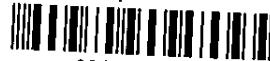


After Recording Return To:

5953 W. Cermak Road
 Cicero, IL. 60804

0010479758

2656/0080 55 001 Page 1 of 13
2001-06-05 09:25:48
 Cook County Recorder 45.50



0010479758

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MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document which is dated May 22, 2001, together with all Riders to this document.

(B) "Borrower" is Raymundo Medina the spouse of Rosa Mediná and Rosa Medina the spouse of Raymundo Medina.

Borrower is the mortagor under this Security Instrument.

(C) "Lender" is Central Federla Savings and Loan Association
 Lender is a corporation organized and existing under
 the laws of the United States of America . Lender's address is
 5953 W. Cermak Road
 Cicero, IL. 60804

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 22, 2001. The Note states that Borrower owes Lender Eight Thousand and no/100 - - - - - Dollars (U.S. \$ 8,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2006.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider

Condominium Rider

Second Home Rider

Balloon Rider

Planned Unit Development Rider

Other(s) [specify]

1-4 Family Rider

Biweekly Payment Rider

FIRST AMERICAN
 LENDERS ADVANTAGE
 ORDER #JLP 56648

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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ILLINOIS—Single Family—Family Mac/Reddie Mac UNIFORM INSTRUMENT
Form 301A/101

ITEM 1876 (001)

R.M.C.H.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to warrents and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected 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."

[City]	[Zip Code]	[Street]	[City]	[Zip Code]	[Street]
Chicago	60623	2640 S. Tripp	Chicago	60623	2640 S. Tripp

A JUNIOR MORTGAGE

THIS MORTGAGE IS

P.I.N. 16-27-402-034

LOT 59 IN HUBBARD'S SUBDIVISION OF BLOCK 1 IN REED'S SUBDIVISION OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This Security instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 and Lender's successors and assigns the following described property located in the County of Cook.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(K) "Fees" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party other than insurance proceeds paid under the coverage described in Section 5, for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(J) "Electronic Funds Transfer" means a transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(O) "Real Estate Settlement Procedures Act" (24 C.F.R., Part 3500), as they might be amended from time to time, or any additional or successor legislation regulating X (24 C.F.R., Part 3500), as they might be amended from time to time, or any additional or successor legislation regulating RESPA, refers to all regulations that govern the same subject matter. As used in this Security instrument, "RESPA" refers to all regulations and restrictions that relate to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R., Part 3500), as they might be amended from time to time, or any additional or successor legislation regulating RESPA, unless the term is otherwise defined in this Security instrument.

(R) "Regulation X" means the same subject matter as Regulation X (24 C.F.R., Part 3500), as they might be amended from time to time, or any additional or successor legislation regulating RESPA, unless the term is otherwise defined in this Security instrument.

(S) "Revolving Credit" means a credit facility under which the same amount may be borrowed and repaid repeatedly over a period of time, provided that the amount outstanding at any time does not exceed a maximum amount established by the lender.

(T) "Security Agreement" means an agreement between a creditor and a debtor that creates a security interest in personal property of the debtor.

(U) "Security Deposit" means money deposited by a tenant in trust for the payment of rent or other expenses.

(V) "Security Interest" means a right to the property of another, held by the owner in trust for the payment of rent or other expenses.

(W) "Security Holder" means a person holding a security interest in personal property.

(X) "Security Instrument" means a written agreement, contract or instrument, including a leasehold, lease, option, or other agreement, by which a person holds or retains possession of personal property as security for the payment of a debt or the performance of an obligation.

(Y) "Security Interest" means a right to the property of another, held by the owner in trust for the payment of rent or other expenses.

(Z) "Security Interest" means a right to the property of another, held by the owner in trust for the payment of rent or other expenses.

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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.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

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ITEM 1876 (0011) Page 4 of 7 pages

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ILLINOIS—Single Family—Family Mae/Freddie Mac INFORMATION INSTRUMENT

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was intended by Borrower.

If Borrower fails to maintain any of the coverages resulting from an obligation to Borrower, the review of any flood zone determination resulting from an obligation to Borrower, also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall track any services; or (b) a one-time charge for flood zone determination services and subsequent charges each Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding limited to, earthquakes and floods, for which Lender requires within the term, "extended coverage," and any other hazards included in the amounts insured against loss by fire, hazards included within the term, "extended coverage," but not insured against losses by fire, hazards included within the term, "extended coverage," and any other hazards including or hereafter erected on the Property.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

Section 4.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower is performing such agreement; (b) conveys the lien in good faith, or defends against enforcement of the lien in, legal action to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower in writing to the party which can attain priority over this Security Instrument, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

make up the deficiency in accordance with RESPA, but in no more than 12 months. Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 months. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in funds held in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds held by Lender.

If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall accounting of the Funds as required by RESPA. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender or earings on the Funds, Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender willing or applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding the Funds and applying the Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for holding the Funds no later than the time specified under RESPA or in any Federal Home Loan Bank. Lender shall (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall 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.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender shall 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.

Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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Form 3014/01
ILLINOIS—Single Family—Family Freddie Mac UNIFORM INSTRUMENT

ITEM 1876 (0011) Page 1 of 1 page
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and they will not entitle Borrower to any refund.
(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, or

of the premiums paid to the insurer, the arrangement is often termed "capitive reinsurance". Further: reducing losses, If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or affiliation of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any

As a result of these agreements, include funds obtained from Mortgage Insurance premiums).

Mortgage insurance is used to make payments using any source of funds that the mortgage insurer may have available (which may satisfy to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the other parties that share or modify their risk, or reduce losses. These agreements are on terms and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and may enter into agreements

Mortgage insurance evaluates their total risk on all such insurance to time to time, and may enter into agreements does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower

provided in the Note.

Lender is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until mortgage insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage

separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to make insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make

Mortgage coverage (in the amount and for the period that Lender requires) provided by Lender if Lender reserves shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender not be

effect, Lender the amount of the separately designated payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such

insurer selected by Lender will accept, use and retain these payments as a separate insurance coverage ceased to be in effect. Lender the amount of the separately designated payments that were due when the insurance coverage continues to

subsidiarily equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an ultimate mortgage

premiums required to obtain coverage subsequently equivalent to the Mortgage Insurance previously in effect, at a cost required to make separately designated payments toward the previous provided such insurance and Borrower was

required by Lender ceases to be available the Mortgage Insurance in effect, if, for any reason, the Mortgage Insurance coverage pay to Lender required to make the previous provision of making the Loan, Borrower shall

10. **Mortgage Insurance.** If Lender requires Mortgage Insurance as a condition of the merger in writing.

If this Section 10 is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower

acquires fee title to the Property, he leasesold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Section 10 is on a leasehold, Borrower shall not merge unless Lender agrees to the merger in writing.

Interest, upon notice to Lender to Borrower requesting payment.

Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such

Any amount disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Section

Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Lender action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that

eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may

limit to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain pipes, Security instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not

(b) appealing in court, and (c) paying reasonable attorney fees to protect its interests in the Property and/or rights under this

can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security instrument;

including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions whenever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security instrument,

instrument or to enforce laws or regulations, or (c) Borrower has abandoned the Property, then Lender may do and pay for

bankruptcy, probable, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Section

significantly affect Lender's interest in the Property and/or rights under this Security instrument, (b) there is a legal proceeding in

fails to perform the covenants and agreements contained in this Security instrument, (c) Borrower has agreed to pay for

any such payments, if any, resulting from the failure to perform the covenants and agreements contained in this Security

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower

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(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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Form 3014/01

and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require transfer of title by Borrower at a future date to a purchaser.

18. Transfer of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person transferred in a bond for deed, contract or escrow agreement, the intent of which is the "Property") means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in the Note and severability clause Section 18, "Interest in the Property".

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law words "may" gives sole discretion without any obligation to take any action. As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neutral words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the conflicting provision.

15. Notices. All notices given by Borrower to Lender in connection with this Security Instrument must be in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing. If the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument and the law of the state in which the Property is located shall be governed by federal law and the laws of the state in which the Property is located.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for other loans subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or principal owed under the Note will be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Lender. If Lender receives a change of address for reporting Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice to any one mailed by Borrower shall consistute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice to any one mailed by Borrower shall consistute notice to Lender to have been given to Borrower in connection with this Security Instrument at any one time. Any notice to Lender shall be given by delivering it personally to Lender's office or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until received by Borrower. Any notice given by Borrower to Lender in connection with this Security Instrument is also required under Applicable Law.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower coveneants and agrees that the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender approves to such release in writing. The covenants and agreements of this Security Instrument shall bind Lender to the same extent as the covenants and agreements of this Security Instrument. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. To, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. The purpose of protecting Lender's interest in the Property and rights under this Security Instrument, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or principal exceeded the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing. If the Note is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or principal exceeded the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

12. Covenants and Agreements. Lender may require Borrower to make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge a specific fee to Borrower for any such refund made by direct payment to Borrower will provide for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will reduce the principal owed under the Note as a partial payment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower has designated a substitute notice address by notice to Lender. If a refund reduces principal, the reduction will be treated as a note or by mailing a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

11. Co-signer's Consent. Lender may require Borrower to make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge a specific fee to Borrower for any such refund made by direct payment to Borrower will provide for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will reduce the principal owed under the Note as a partial payment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower has designated a substitute notice address by notice to Lender. If a refund reduces principal, the reduction will be treated as a note or by mailing a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

10. Security Interest. Lender may require Borrower to make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge a specific fee to Borrower for any such refund made by direct payment to Borrower will provide for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will reduce the principal owed under the Note as a partial payment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower has designated a substitute notice address by notice to Lender. If a refund reduces principal, the reduction will be treated as a note or by mailing a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

9. Covenants and Agreements. Lender may require Borrower to make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge a specific fee to Borrower for any such refund made by direct payment to Borrower will provide for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will reduce the principal owed under the Note as a partial payment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower has designated a substitute notice address by notice to Lender. If a refund reduces principal, the reduction will be treated as a note or by mailing a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

8. Covenants and Agreements. Lender may require Borrower to make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge a specific fee to Borrower for any such refund made by direct payment to Borrower will provide for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will reduce the principal owed under the Note as a partial payment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower has designated a substitute notice address by notice to Lender. If a refund reduces principal, the reduction will be treated as a note or by mailing a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

7. Covenants and Agreements. Lender may require Borrower to make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge a specific fee to Borrower for any such refund made by direct payment to Borrower will provide for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will reduce the principal owed under the Note as a partial payment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower has designated a substitute notice address by notice to Lender. If a refund reduces principal, the reduction will be treated as a note or by mailing a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by the amount necessary to reduce the charge to the permitted limit, then by sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then by sums already collected by the Property Address unless Borrower has designated a substitute notice address by notice to Lender. The notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in writing. Any notice given by Borrower to Lender in connection with this Security Instrument must be in writing.

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immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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 formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

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ITEM 1876 (001) Form 3014/101
ILLINOIS—Single Family—Family Mae/Freddie Mac UNIFORM INSTRUMENT
GRITALAND ■ To Order Call: 1-800-530-9393 ■ Fax: 616-791-1131
(Page 1 of 1 page)

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to Borrower prior to acceleration following Borrower's application 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 acceleration of this Security Instrument, foreclosure by judicial proceeding and sale of the sums secured by this Security Instrument and the right to assert in the foreclosure proceeding further information Borrower's or the right to reinstate after acceleration and the right to accelerate after acceleration and the right to assert in the foreclosure proceeding further information Borrower's or any other defences 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, Lender shall release this Security Instrument, 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. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, 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.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under Section 22, including, but not limited to reasonable attorney fees and costs of title insurance.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance need not, protect Borrower's interests. The coverage that Borrower has obtained insurance as required by Borrower's and Lender's agreement, but only after providing Lender with evidence that Borrower has obtained insurance with the placement of that insurance, including a balance of the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any government or regulatory authority or any private party, that any removal or other remedial action is necessary to affect the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental laws. Nothing herein shall create any obligation on Lender for an Environmental Clean-up.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Raymundo Medina
Raymundo Medina

(Seal)
-Borrower

Rosa Medina
Rosa Medina

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

George Hartig

Witness:

Lori Wittenborn

State of Illinois
County of Cook

This instrument was acknowledged before me on

May 22, 2001

(date) by

Raymundo medina the spouse of Rosa Medina and Rosa Medina the spouse
Raymundo Medina.

(name[s] of person[s]).

Marta Stevans
Notary Public

10479758

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ASSIGNMENT OF RENTS RIDER

THIS RIDER is made this 22nd day of May, **XIX**, 2001, 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 Central Federal Savings and Loan Association, a corporation of the United States of America, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

.....2640 S. Tripp, Chicago, IL 60623.....
[Property Address]

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. OTHER LIENS. Except for junior liens required to be permitted by federal law, Borrower shall not allow any lien other than that of the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect, except Borrower's right to reinstate.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

R.M R.M

10479758

UNOFFICIAL COPY

Rosie Medina
Borrower
(Seal)

Kathy Medina
Borrower
(Seal)

John Doe, All done

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

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Lender shall terminate when all the sums secured by the Security Instrument are paid in full.
Lender or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property or a judicially adjoined receiver, may do so at any time when a default occurs. Any application of Rents shall not or maintain the property before or after giving notice of default to Borrower. However, Lender, or Lender's agents and will not perform any act that would prevent Lender from exercising its rights under this paragraph.
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not Lender secured by the Security Instrument pursuant to Uniform Covenant 7.
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and profits derived from the Property without any showing as to the inadequacy of the Property as security. Rents and other charges on the Property shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (v) Lender's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's and other expenses of managing the Property and collecting the Rents, including, but not limited to, attorney's fees, of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, pliable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless as applicable and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay to collect and receive all the Rents for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (i) all Rents received by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;