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After Recording Return To: COUNTRYWIDE HOME LOANS, INC. MS SV-79 DOCUMENT PROCESSING 1800 Tapo Canyon Simi Valley, CA 93063-6712

Prepared By: Prepared by: J. GRADL

COUNTRYWIDE HOME LOANS, INC.

15784 S. LAGRANGE ROAD DRLAND PARK. IL 60462

0010409988

2216/0235 27 001 Page 1 of 22 2001-05-16 14:00:52

Cook County Recorder

63.50

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00074818793609 [Ooc ID #]

MORTGAGE

MIN 1000157-000(326459-1

DEFINITIONS

Or Coot Colinx 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 04, all Riders to this document.

, together with

First American Title Order #L Ar5032Z

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MI: RS

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VMP MORTGAGE FORMS - (800)521-7291

Form 3014 1/01





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From-COUNTRYWIDE FUNDING +7084032053 UNOFFICIAL COPY

ELLEN D. DRURY AS TRUSTEE UNDER THE Doc ID #00074818793609
(B) "Borrower" IS XRAULX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
x ESS
Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this
Security Instrument. MERS is organized and existing under the laws of Delawire, and has an address and
telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is
COUNTRYWIDE HOME LOANS, INC. Lender is a CORPORATION
organized and carriang under the laws of NEW YORK
Lender's address 12
4500 PARK GRANAJA, CALABASAS, CA 91302-1613
(E) "Note" means the promissory note signed by Borrower and dated MAY 04, 2001 . The
Note states that Bottower oves Londer TWO HUNDRED SEVENTY FIVE THOUSAND and 00/100
Dollars (U.S. \$ 275,000.00) plus interest. Borrower has promised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than JUNE 01. 2021
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property." (C) "I gan" means the date anidered by the No. 1.
(G) "Loan" means the debt evidenced by the Now, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "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
Adjustable Rate Rider Condominium Rider Second Home Rider Planned Unit Development Rider 1-4 Family Rider
VA Rider Biweekly Payment Rider Other(s) specify]
3 - 1, 1
(I) Hamiltonia I and Hamiltonia H
(I) "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.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fixs, as as ments and other
charges that are imposed on Burrower or the Property by a condominium association, homeowhers association
or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transliction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,
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. (L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by
any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i)
(1)

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clamage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (ii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omission, as to, the value and/or condition of the Property.

- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Seulement Procedures Act (12 U.S.C. Section 2601 et seq.) and its mplementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or my additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a 'federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- Q) "Successor & Interest of Borrower" means any party that has taken title to the Property, whether or not hat party has a similed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHT'S 'IN THE PROPERTY

This Security Instrument ocures to Lender: (1) the repayment of the Loan, and all tenewals, extensions and modifications of the Note; via (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereb, 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 the

COUNTY

[Type of Recording Junsdiction] SEE ATTACHED

County Clarks
h curr [Name of Recording Jurnadiction]

Parcel ID Number:

11742 BRIARWOOD COURT, BURR RIDGE

[Street/City]

Illinois 60525-

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appuricnances, 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 S curity 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 custon. MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including,

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which currently has the address of

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but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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 ander the Note and this Security Instrument shall be made in U.S. currency. However, t any check or other insurament received by Lender as payment under the Note or this Security Instrument is eurned 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 Leider: (a) cash; (b) money order: (c) certified check, bank check, weasurer's check or cashier's check, provided any such check is drawn ipon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Let de vihen 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 pryment or partial payments are instifficient 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 of 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 no v 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 definquent 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 paymen, 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.

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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 Fayments.

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 of 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 turnish to Longer all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items wiless 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 ex in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts dur fer any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall further to Lender receipts evidencing such payment within such time period as Lender nay require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be teemed 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 fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as a any or all Escrow Items at any nine by a notice 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.

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 esumate 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 insided by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no isser than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing of Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any 111 rest or earnings on the Funds Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds hald in escroval 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 accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RE3PA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions auributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security in strument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the hen. Within 10 days of the day on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set for a clove in this Section 4.

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.

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

If Borrower fails to maintain any of the coverages describ a 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 or might not protect 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 previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might sign 6 and 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 \$1.20 bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon nonce 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 recent to 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.

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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 sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower, Such insurface proceeds shall be applied in the order provided for in Section 2.

If Borrower aban so is the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Corrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle declara, 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 assign, 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 (r re tore the Property or to pay a nounts unpaid under the Note or this Security Instrument, whether or not their day.

- 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 withield, 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. Unites it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall prohipily repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation precedes 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.

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- 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 maccurate 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.
- 9. Projection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), on (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum, secured by a lien which has priority over this S curity Instrument; (b) appearing in court; and (c) paying reaconable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankrupicy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Sertica 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the New rate from the date of disbursement and shall be payable, with such interest upon notice from Lender to Borrower requesting

If this Security Instrument is on a leasehold, Borrower shall comply with all it e provisions of the lease. If Borrower acquires fee tale to the Property, the leasehold and the fee tale shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance, If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments loward the premiums for Mortgage Insurance, Borrower shall pay the premiums of juited to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost sul stan tally equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Porrower shall continue to pay to Lender the amount of the separately designated payments that we e due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-retendable loss reserve in heu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward if e premiums for Mortgage

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Insurance, If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortg; ge Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce loss;:s. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

- (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, and they will not entitle Borrower to any refund.
- (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 equest and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated actomatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the other 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 Lendar'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 only pay for the repairs and restoration in a single disbursement or in a series of progress payments as the worl: is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellarisous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Misc :llaneous 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 dive, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in

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.

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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 marker 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 the 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 102 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

Borrower shall be in default it any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeit re of the Property or other material impairment of Lender's interest in the Property or rights under this Security Lisuiment. Borrower can cure such a diffault and, if acceleration has occurred, reinstate as provided in Section 19, by vausing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for feature 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 Leader'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 No. 2 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 rule so 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 other visc modify amortization of the sums secured by this Security Instrument by reason of any demand made by the or ginal 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 enuties of Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a valver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Insurument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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Subject to 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 Lenter, 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 agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges, Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Proper y and rights under this Security Instrument, including, but not limited to, anorneys' 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 Bonowe, shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Learn's subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Bostower. 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 (whether or not a prepayment charge is provided for under the Note). Borre wer's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of act on Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Berrewer or Lender in connection with this security Instrument must be in writing. Any notice to Borrower in conjection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first c'ass mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Berrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by article to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated nouce address under this Security Instrument at any one time. Any nouce to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address streed herein unless Lender has designated another address by notice to Borrower. Any notice in conjection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law, requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All tights and obligations contained in this Security Instrument are subject to any requirements and limits ions of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Now 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require 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 Be grower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further nouce or demand on Borrower.

- 19. Borrow r'd Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the light to have enforcement of this Security Instrument disco tinued 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 the 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 autorneys' fees, property inspection and valuation fees, and other less incurred for the purpose of protecting. Lender's interest in the Property and rights under this Security Institute, 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, insulumentality 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 we have reinstance shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The note of 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 load servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Egnower will be given written notice of the change which will state the name and address of the new Loan for occur, 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 Borro ver 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.

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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual lingant 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 owned 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 clapse 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 superforces: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volaille elvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" theans federal laws and laws of the jurisdiction where the Projectly is located that relate to health, safety or en aromental 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 inversely affects the value of the Property. The preceding two senuences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be aperopriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous and stances in consumer produc s).

Borrower shall promptly give Lender written nouce 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 Potrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling leading, 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. It Porrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any chigation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and a gree as 10 lows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 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 acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall

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further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, if it 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 entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Somewer shall pay any recordation costs. Lender may charge Berrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services renected and the

charging of the tee is permitted under Applicable Law.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby recesses and waives all

rights under and by virtue of the Illinois homestead exemption laws

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 colluteral. This insurance may but need not, protect Loriewer's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any charachet is made against Borrower in connection with collateral. Borrower may later cancel any insurance purchased by Lander, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for 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 placement of the insurance, intil the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

BY SICKING BELOW, Borrower accepts and agrees to the terms and covenants contained in this

Security Instrument and in any Rider ex-	needed by Borrower and recorded with it.
Wimesses:	· C
	X CLIM J. MULY (Scal) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
ESD)	ELLEND. DRUFY (Soul)
X	ELLEN D DRURY KNOWN X XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	17, 1998 FOR THE BENEFIT OF ELLEN O DRURY (Seal)
	-Bortower
	Scal)

Burrower

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STATE OF ILLINOIS,

I, Jet where State do hereby certify that

Eller D. Drury

Doc 10 #00074818793609

County ss:

, a Notary Public in and for said county

and state do hereby certify that

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instruments his/her/their free and voluntary act, for the uses and purposes therein se forth.

Given under my hand and official seal, this 🚄

day of May 2001

My Commission Expires

"OFFICIAL SEAL" MARIAS MEDINA Notary Public, State of Illinois My Commission Expres 7/26/2002 Ounty Clark's Office 05-04-01 09:34am

UNOFFICIAL COUNTRYWIDE FUNDING +7084032053 P.16/26 F-053

After Recording Reusen To: COUNTRYWIDE HOME LOANS. INC. NS SV-79 DOCUMENT PROCESSING 1800 Tapo Canyon Simi Valley, CA 93063-6712

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INTER VIVOS REVOCABLE TRUST AS BORROWER -/LEL. 7481379 [Learn VENT ACK OWLEDGMENT

PARCEL ID #:

Prepared By: J. GRADL

COUNTRYWIDE HOME LOANS, INC.

15784 S. LAGRANGE ROAD ()RLAND PARK, IL 60462-

50322

[Escrow/Closing #]

MULTISTATE INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT

Page 1 of 2

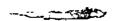
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VMP MORTGAGE FORMS - (800)521-7291





UNOFFICIAL CC T-751 P.17/26 F-053



LOAN #: 7481879

BY SIGNING BELOW, the undersigned, Settlor(s) of the ELLEN D. DRURY AS TRUSTEE OF THE ELLEN D DRURY DECLARATION TRUST

Trust ander trust instrument dated AUGUST 17, 1998 for the benefit of ELLEN DRURY

acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be howld thereby.

> INDEPENDENT AS TRUSTEE OF THE OF THE ELLEN D DRURY DEC ARATION TRUST DATED AUGUST 17, 1958 -Trust Settler C/OPT'S OFFICE - frust Settlor

UNOFFICIAL CC

After Recording Return To: COUNTRYWIDE HOME LOANS, INC. MS SV-79 DOCUMENT PROCESSING 1800 Tapo Canyon Simi Valley, CA 93063-6/12

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INTER VIVOS REVOCABLE TRUST RIDER 74 i 1879

FARCEL ID #:

frepared By: . . GRADL

COUNTRYWIDE HOME LOANS, INC.

15784 S. LAGRANGE ROAD ORLAND PARK, L 60462-

50322

[Escrow/Closing #]

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MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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VMP MORTGAGE FORMS - (800)521-7291

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LOAN #: 7481373

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust Tile" D. DRURY AS TRUSTEE OF THE ELLEN D DRURY DECLARATION TRUST

Trust created under trust instrument dated. AUGUST 17, 1995, for the benefit of

ELLEN U DRURY

(B) "Re" oc ible Trust Trustee(s)."

-ELLEN D DRURY trustee(s) of the Revocable Trust.

(C) "Revocable Trust Trustor(s).

ELLEN D DRURY trustor(s) of the Revocable Trust signing

- (D) "Lender," COUNTRYWIDE HOME LOANS. INC.
- (E) "Security Instrument." The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustec(s) and the Revocable Trust Trustor(s) and any other natural persons signing such Note and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument of a located at: 11742 BRIARWOOD COURT, BURR RIDGE, IL 60525-

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER IS made this FOURTH day of MAY, 2001 , and is incorporated into and shall be deemed to amend and supplement the Security instrument

ADDITIONAL COVENANTS. In addition to the covenants and agree nents made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Trustor(s) and Lender further lovenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an intervivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property ϵ_3 trustee(s)

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LOAN #: 7481879

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of ILLINOIS ; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of I_LINOIS ; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security It strument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Trustor(s) have executed the S curity Instrument, including this Rider, acknowledging all of the terms and condutions contained therein and agreeing to be bound thereo; (vii) only the Revocable Trust Trustor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust: (viii) only the Revocable Trust Trustor(s) hold the power u direct the Trustee(s) in the for greenent of the Property; (ix) only the Revocable Trust Trustor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been nonfied of it e existence or assertion of any lien, incumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest ir or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS (IVER REVOCABLE TRUST TRUSTEE(S) OF PEVOCABLE TRUST OF BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENSIZCIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely couice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust or of any change in the holders of the rowers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trist or both, or of any change in the rustee(s) of the Revocable Trust (whether such change is temporary or permartent), or of any change in the eccupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each purty signing this Itider below (whether by accepting and agreeing to the terms and covenants contained begin or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

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LOAN #: 7481379

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

If, without Lander's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender see coses this option, Lender shall give the Borrower noune 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 soms secured by this Security Instrument. If Borrowe fails to pay these sums prior to the expiration of this period. Leider may invoke any remedies permitted by this Security Instrument without further nouce or demand on Borrowes.

		BY SIGNIN	NG BELO	DW the Rayo	.etas Trust Trust	ee(s) accent	s and agrees	to the terms and	d covenants
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LEGAL DESCRIPTION:

Lot 1 in Burr Oaks Glen Unit 3, a Subdivision of part of the Northeast Quarter of the Northwest Quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in the Village of Burr Ridge, in Cook County, Illinois.

Oberty Or Coot County Clerk's Office \$ 18-31-105-001

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