UNOFFICIAL COPY

Return To:

Universal Mortgage Corp. 744 North Fourth Street Milwaukee, WI 53203

0011028361

8732/0228 25 001 Page 1 of 2001-11-02 13:45:27 Cook County Recorder

Prepared By:

ARTI WILLIAMS 2250 E. DEVON AVE DES PLAINES, ILLINOIS 60018

[Space Above This Line For Recording Data]

MORTGAGE

0002296135

DEFINITIONS

Words used in multiple sections of this document 2.e 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 date? October 24, 2001 Clart's Office together with all Riders to this document.

(B) "Borrower" is

VELIMIR VITOR an unmarried man

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is UNIVERSAL MORTGAGE CORPORATION

Lender is a CORPORATION organized and existing under the laws of The State of Wisconsin

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

-6(IL) (0010)

Page 1 of 15

VMP MORTGAGE FORMS - (800)521-7291



UNOFFICIAL COPY (1028361)

Lender's address is 744 NORTH FOURTH STREET, MILWAUKEE, WI 53203

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated October 24, 2001
The Note states that Borrower owes Lender
ONE HUNDRED FORTY FIVE THOUSAND EIGHT HUNDRED & 00/100 Dollars
(U.S. \$ 145,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than November 1, 2031
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property." (F) "I gam" means the debt evidenced by the Note plus interest any prenoument charges and lete charges.
(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]:
Riders are to be executed by Borrower [check box as applicable].
Adjustable Rate Rider Condominium Rider Second Home Rider
□ VA Rid . □ Biweekly Payment Rider □ Other(s) [specify]
O _A
(H) "Applicable 1 av" 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 or mons.
(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 organiza io 1.
(J) "Electronic Funds Transfer means any transfer of funds, other than a transaction originated by check,
draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,
computer, or magnetic tape so as to c.d.r. instruct, or authorize a financial institution to debit or credit an
account. Such term includes, but is no limited to, point-of-sale transfers, automated teller machine
transactions, transfers initiated by telephone wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" 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 coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condem into 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. (M) "Mortgage Insurance" means incurance protecting for to against the paperument of an default and
(M) "Mortgage Insurance" means insurance protecting Lerde, against the nonpayment of, or default on, the Loan.
(N) "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 Instrumen.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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 or regulation that governs the same so siect 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.
miller RESFA.
$\mathcal{O}_{\mathcal{E}_{i}}$
Initials: V
-6(IL) (0010) Page 2 of 15 Fo.m 2014 1/01
_ &

UNOFFICIAL COPY

Property of Cook County Clark's Office

UNOFFICIAL COPY

11028361

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

- 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 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 fore losure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be 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 regiment 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 unde Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois horrotead 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 collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. In 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, antil 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.

Initials:

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of October, 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

UNIVERSAL MORTGAGE CORPORATION

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

8623 WEST FOFTER #2D, CHICAGO, Illinois 60656

[Property Address]

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

8623 W FOSTER

Name of Condominium Projectl

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

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

- A. Condominium Obligations. Borrower shall perferm all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due, and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maining, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: 1) Linder waives the

MULTISTATE CONDOMINIUM RIDER -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

CAP_8R (0008)

Page 1 of 3

VMP MORTGAGE FORMS - (800)521-7291