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Cook County Recorder

Return To

Prepared By: TIMOTHY B. GIEBONS

MORTGAGE FROS LED 110 Schiller, Smite 202 · . Elmhurst, JL 50L26

Reports To:

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2002-06-14 11:02:59 Cook County Recorder

57:50

Space Above This Line For Recording Data)-

Loan #: 622430657

\*\*RE-RECORD WITH CORRECT PIN

**DEFINITIONS** 

Words used in mousiple sections of this document are d fined 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 Tection 16.

(A) "Security Instrument" means this document, which is dated April 13th, 2002 together wirt all Riders to this document.

(B) "Borrower" is PALL I. SORENSEN, MARRIED TO KATIE WONG,

Borrower is the nortgagor under this Security Instrument. (C) "Lender" is MORT AGE PROS, LTD.

Lender is a. Corporation organized and existing under the laws of the State of Illinois

ILLINOIS - Single Farmly - Fennie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

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VMP MOSTGAGE FORMS - (600 501-7291



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:::

Lender's address is 120 Schiller, Suite 202, Elmhurst, IL 60126

Lender is the mongagee under this Security Instrument.
(D) "Note" means the promisecry note signed by Borrower and dated April 19, 2002
The Note states that Bornower owes Lender Two Hundred Nine Thousand Two Hundred
and no/100. Dollars
(U.S. \$ 2 19, 23000 ) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than May 01, 2032
(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 incre, and all sums due under this Security Instrument, plus interest.
(G) "Rider:" ma in Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be exacted by Borrower [check box as applicable]:
Adjustable Rate Rider (2) Condominium Rider Second Home Rider
Balloc Ricer Pranned Unit Development Rider 1-4 Family Rider
☐ VA Rider ☐ Bivee ity Payment Rider ☐ Other(s) [specify]
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and editionistrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assecur ents" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association -)r simil m organization.
(J) "Electronic Funds Trassfer" means any transfer of funds, other than a transaction originated by
check, draff, or si tilar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, commuter, or magnetic tape so as to order, instruct, or author is a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-scie transfers, automated teller
machine trussactions, transfers initiated by telephone, wire transfers and automated clearinghouse
transfers

- (K) "Escrow Items" means cause items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party in them than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or construction of, the Property; (ii) condemnation or other taking of all or ary part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omission as to, the value and/or condition of the Property.
- (M) "Mort page-Insurance" means insurance protecting Lender against the nonpayment of, or default or, the Loan.
- (N) "Periodic Phymeent" means the regularly scheduled amount due for (i) principal and interest under the Note, plus iii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" 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 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.

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(P) "Successor is 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.

#### TRANSFER OF RIGHTS IN THE PROPERTY

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's successors and assigns, the following described property located in the County [Type of Recording Jurisdiction]

of

COOK [Name of Recording Jurisdiction]:

SEE ATTACHET

14-17-213-002-0000 UNDIVIDED

which currently has the address of [Street]

("Property Addless"):

[City], Illi vis 60640 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apputenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be govered by this Security Instrument. All of the foregoing is referr d to in this Security Instrument as the "Property."

BORBOWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mongege, grant and convey the Property and that the Property is unencumbered, except for encumbrances o record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Parment of Paincapal, 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.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is retained to Lender unpaid, Lender may require that any or all subsequent payments due under the Hole 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, insummentality, or entiry; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other focation 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 Local current. Lender may accept any payment or partial payment insufficient to bring the Local current, who as waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the firmer, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Foreic Payment is applied as of its scheduled due date, then Lender need not pay interest on mapplicationals. 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 Foreover. If not applied earlier, such funds will be applied to the outstanding principal bulance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now on 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 Parments or Proceeds Except as otherwise described in this Section 2, all payments excepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Poter; (b) principal due under the Poter; (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 arounds 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 arguied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender 1929 apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the 12th 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. Vo untary prepayments shall be applied this 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 1-ote, and the Nove is paid in full, a sum (the "Funds") to provide for payment of any that 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 of 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 the 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

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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 coverant 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 hails 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 repoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, Cast are then required under this Section 3.

Lender may, it any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds it is 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.

The Funds shall be find in an institution whose deposits are insured by a federal agency, instrumentality, prentity (inch ding Lender, if Lender is an institution whose deposits are so insured) or in any Federa. Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later 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 Secrow 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 or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or arraings on the Funds. Borrower and Londer 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 funcs in accordance with RESPA. If here is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as require 1 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 RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender one amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower: Stall promptly discharge any lien which has priority over this Security Instrument uples. Borrower: In 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 a mainst 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; on (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can artain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 cays of the dane on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above 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 Lisurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss 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 disapprave Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and certification. The gives and subsequent charges each time remappings or similar changes occur which reasonably night affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Mauagement 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 described above, Lender may obtain insurance coverage, a Lender's option and Portower'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 he cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any arrownth disbursed by Lender under this Section 5 shall become additional cebt 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 Lander requires. Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not othe wise required by Lender, for damage to, or costruction 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 even of loss, Bottower shall give prompt notice to the insurance carrier and Londer. Lender may make proof of loss if not made promptly by Botrower. Unless Lender and Botrower of nerwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Londer, 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 related such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been empleted to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may dispurse 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 Botrower any interest or samings on such proceeds. Fees for public adjusters, or other third parties, retained by Botrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Botrower. 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

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the excess, if ant, paid to Bornower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrowe 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) and 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. Perrower 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 consequence for at least one year after the date of occupancy, unless Lender otherwise agree: in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are by yourd 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 of restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid frither deterioration or damage. If insurance or condemnation proceeds are paid in connection with 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 of condemnation proceeds are not sufficient to repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable hause. 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 state nerths to Lender (or failed to provide Lender with material information) in connection with the Lan. Material representations and the but are not limited to, representations concerning Borrower's occupancy of the Property as:Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. It (a) Borrower fails so perform the covenants and agreements contained in this Security Instrument, (b) mere 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 tien which may attain priority over this Security Instrument or to enforce laws or regulations, or (c) Bornower 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 sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



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attorneys' Les to protecuits outerest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy 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 Section 9, Lender does not have to do so and is not under any duty ir ibligation 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 Note rate from the date of disbursement and mall be payable, with such interest, upon notice from Lender to Borrower requesting

If this Societies Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Bonomer acquires fee title to the Property, the leasehold and the fee title shall not merge unless

Lender agrees to the menger in writing.

10. Mort size insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall 7., the cremiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Irsusan e overage required by Lender ceases to be available from the mortgage insurer that previously provided such in rance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the rost to Borrov er of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lenue. If substantially equivalent Mortgage Insurance coverage is not available, Borrowen shall continue to pay to Linder the amount of the separately designated payments that were due when the insurance coverage leased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refund ble, netwith standing the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Bomower any interest or earnings or such loss reserve. Lender can no longer require loss reserve parments I Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by am insurer selected by Lender again becomes a ailable, is obtained, and Lender requires separately designated parments toward the premiums for Montgage Insurance. If Lender required Mortgage Insurance as a -prediction of making the Loan and Borrower was equired to make separately designated payments ward the premiums for Mortgage Insurance, Borrover shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refund bis loss reserve, until Lender's requirement for M-ntgage Insurance ends in accordance with any writter ag eement between Borrower and Lender providing for such termination or until termination is required by policable Law. Nothing in this Section 10 affects Borro-ver's obligation to pay interest at the rate provided in the No e.

Mortgage insurance remburses 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 pray to the Mortgage

Insurance.

Mortgage insurers avaluate 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 losses. These agreements are on terms and c-riditions that are satisfactory to the mortgage insurer and the other party (cr varties) to these agree nents. 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 Mertgage Insurance premiting).

As a sesul- of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity or any affiliate 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 Mortgage Insurance, in exchange for sharing on modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliat = of Lender takes a share of the insurer's risk in exchange for a share of the premiums gaid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) A 1y s ch 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 are for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insucan & 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 Musurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Morigage 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 und 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 regar and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lende has had an opportunity to inspect such Property to ensure the work has been completed to Lender's samsfac on, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restration in a single disbursement or in a series of progress payments as the work is completed. Inless and sement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lorder shall not be required to pay Borrower any interest or earnings on such Miscellaneous Procesds. That restoration or repair is not economically feasible or Lender's security would be lessened, the Mixellaneas proceeds shall be applied to the sums secured by this Security Instrument, whether or not the module, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the orest 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, I any paid to Borrower.

In the evenuoff a pantial 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 lecurity Instrument immediately before the partial taking, destruction, or tess 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 fellow ng fraction: (a) the total amount of the sums secured immediately before the partial taking, cestmention, or loss in value divided by (v) one fair market value of the Property

immediately before he 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, destriction, or loss in value, unless Borrower and Letder otherwise agree in writing, the Miscellaneous Proceed snall 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 Corrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a can 1 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 Secu ity Instrument, whether or not then due. "Opposing Party" means the third party that owes Berrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Mi cellaneous Proceeds.

Borrow r shell be in default if any action or proceeding, whether civil or criminal, is begun that in Lender's judyment, 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 decurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a rul rag that, im Lender's judgment, precludes forfeiture of the Property or other material impairment of Le-der'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 Mizcellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in th∈ order provided for in Section 2.

12. Boerower 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

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor 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.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that horrower'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 Instrument, 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 agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accordance of this Security Instrument or the Note without the co-signer's ronser.

Subject to the previsions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under his 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 limitity under this Security Instrument unless Lender agrees to such release in writing. The coverants and agreements of this Security Instrument shall bind (except as provided in Section 20) and herefit the successors and assigns of Lender.

14. Lean 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 Property and rights under this Security Instrument, including, but not limited to attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express aut tority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition, at the charging of such fee. Lender may not charge fees that are expressly prehibited by this Security Instrument of by Applicable Law.

If the Boan is abject to a law which sets maximum ic an charges, and that law is finally interpreted so that the interest in other loan charges collected or to be concern 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 Portower which exceeded permitted limits will be reducined to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be reacted as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overshars.

15. Netices. All netices given by Borrower or Lender in connection with this Security Instrument must be in priting. Any motice to Borrower in connection with this Security Instrument sha't be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sem by other means. Notice to any one Borrower shall constitute notice to all Porrower's unless Applicable. Law expressly requires otherwise. The notice address shall be the Property Act dress unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall pronty notify Lender of Borrower's thange 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 the designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unexe 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 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.

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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 rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be seent, 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 Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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 accord

17. Borro art a 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 Novement 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 interest which is the transfer of title by Borrower at a future date to a purchaser.

If all cr any part of the inoperty or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a tentificial 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 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 or Borrower.

- 19. Bentoner'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 earl est of: ta) five days before sale of the Prop ity 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: (1) pays Lender all sums which then would be due under this Society Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other cover are or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees, property in spection 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 30mower's celligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that portower pay such reinstalement sems 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, instruments ity o entity; or (c) Electenic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured herety 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 (regether 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 Parmerus 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, Betrower 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

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requires imconnection 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 Bestrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigent 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, his Excurity 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, berator a measonable 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 altered to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to sure, 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 provision. Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as topic or hazardou; substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerose e, other flammable or toxic petroleum products, toxic pesticides and herbicides, "platile solvents, materials ontaining 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 stall 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 consumar products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action be any governmental or regulatory agency or private party involving the Property and any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any H-zardous 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 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 a accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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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 13 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 giver to Borrower, by which the default must be cured; and (d) that failure to cure the default on or hefere 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 into the 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 proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to 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 the right to acceleration of th
- 23. Release. Upon payment of the security Instrument, Lender shall release this Security Instrument. Between shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only it the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiv r if Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by wirtue 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 espense to protect Lender's interests in Borrower's colla eral. This insurance may, but need not, protext Borrower's interests. The coverage that Lender purchaser 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 incurance purchased by Lender, but only after providing Letter with evidence that Borrower has octained insurance as required by Borrower's and Lender's agreemer. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other anarges Lender may impose in connection with the placement of the insurance, until 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 he cost of insurance Eorrower may be able to obtain on its own.

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BY SIGN NG BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:	1	
<u> </u>	Shew	_ (Seal)
	PAUL T. SORENSEN	-Borrower
S <sub>C</sub> O <sub>A</sub>		
		_ (Seal)
		-Borrower
Katie Wong, signing for the some or sole purpose of waiving homestead rich	alts	(Seal) -Borrower
(Seal) -Borrower	, Column	(Seal) -Вопоwer
-Borrower	C/O/A	(Seal) -Borrower
		Co

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STATE OF ILLINOIS.

JOH J ZACHARA

COOK

County ss:

, a Notary Public in and for said county and

state do hereby terrify that

PAUL T. SOFEN SEN, MARRIED TO KATIE WONG, and Katie Wong, husband and wife

personally known is me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared by the me this day, in person, and acknowledged that he/shathers signed and delivered the said instrument as in the other free and voluntary act, for the uses and purposes therein set forth.

Given with any hand and official seal, this 19th

24 COUNTY CLOPA'S OFFICE

My Commission E. epi. e. 3-75-00

DEFICIAL SEAD JOHN J. ZACHARA

MOTAR" PUBLIC STATE OF ILLINOIS M'a COMMAIS NON EXPIFES 2/25/2006

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#### LEGAL DESCRIPTION

PARCEL 1: UNIT 849-3 IT THE LELEND ON THE LAKE CONDOMINIUMS AS DELINATED ON A SURVEY OF THE FOLLCHIN: DESCRIEED REAL ESTATE:

LOT 10 IN JOHN H. YOUNG'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH 25 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, FLSC OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SUFVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010370155, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO US. PARKING SPACE GU-3, AND STORAGE SPACE S-4, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0010330155.

"MORTGAGOR ALS) MERIBY GRANTS TO THE MORTGAGOT, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTE APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM.

"THIS MORTGAGE ES SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS FIND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

S 25.00

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#### **CONDOMINIUM RIDER**

Loan # 622430657

THIS CONDUMINIUM RIDER is made this 19th day of April, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Dea (i a "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower 11 Tate 10

MORTGAGE PROS, LTD.

(the

"Lender") of the same drue and covering the Property described in the Security Instrument and located at: 849 U. L3 AND AVE, CHICAGO, ILLINOIS 60640 Unit 33

[Property Address]

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

LIELAND ON THE LAKE CONDOMINIUMS

[Name or Cork ominium Project]

(the "Condominium Project"). If the owners associated or other entity which acts for the Condominium Project (the "Owners Association") holds title to projecty for the benefit or use of its members or shareholders; the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and ben-fire of Forrower's interest.

COND 3MENIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lemder further covenant and agree as follows:

- A. Condomin.um Chligations. Borrower shall perform all of Borrover's obligations under the Condominium Presient's Constituent Documents. The "Constituent Document" are the: (i) Declaration or any other denument which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent decuments. Borrower shall promptly pay, when due, all the and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance caurier, a 'maser" or "blanket" policy on the Condominium Project which is sat sfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), in 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,

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

8R (000 5) For n 3140 1/01 Page 1 of 3 Initials: I/(

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then: (i) Lencer waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to main ain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Cwners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrowe, the give Lender prompt notice of any lapse in required property insurance coverage provided by the macro or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whather to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be raid to Lender for application to the sums secured by the Security Instrument, whether or not here due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Porrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of a werege to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrover in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common e emints, or for any conveyance in lieu of condemnation, are hereby assigned and shell be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Excity instrument as provided in Section 11.

E. Lander's Prior Consent. Berrower shall not, e cent after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Concominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent demair; (ii) any amendment to any provision of the Constituent Do tuments if the provision is for the express benefix of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public Labil by insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when lue, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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BY SIGNLYC BELOW, I	Borrower accepts and agrees to the terms and p	rovisions contained in this
Condominiam Rader.		
/4~	(Seal)	(Seal)
PAUL T. SOFT NO EN	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	Co	2010-101
	(0, 1)	
	(Seal) -Borrower	(Seal) -Воптоwer
	40.	
	(Seal)	(Seal)
	-Borrower	-Borrower
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