

UNOFFICIAL COPY

1145/0055 25 001 Page 1 of 16

2002-09-17 10:22:30

Cook County Recorder

54.50

This instrument was prepared by:

- Name: **Ivanhoe Financial, Inc.**



0021016082

Address:

Ivanhoe Financial, Inc.
604 Courtland St Ste 320
Orlando, FL 32804

After Recording Return To:

Ivanhoe Financial, Inc.
604 Courtland St #320
Orlando, FL 32804

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100035011300097015

160

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **September 11, 2002**, together with all Riders to this document.

(B) "Borrower" is **GLORIA ALLEN, A Single Woman**

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 Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **Ivanhoe Financial, Inc.**

Lender is a **a Delaware Corporation**
the laws of **Delaware**

604 Courtland Street, Suite 320, Orlando, FL 32804

organized and existing under
Lender's address is

(E) "Note" means the promissory note signed by Borrower and dated **September 11, 2002**. The Note states that Borrower owes Lender **Ninety Five Thousand and no/100**

Dollars (U.S. \$ **95,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 01, 2032**.

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

(G) "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.

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(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(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, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(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 Settlement Procedures Act (12 U.S.C. §1601 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.

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

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2021016082

CASE NUMBER 02-08806

The East 40 feet of Lot 81 in Midlothian Highlands No. 2, a subdivision of that Company Lands and West of the East 693 feet thereof of the Southwest 1/4 of Section 11, Township 35 North, Range 13 East of the third principal Meridian, in Cook County, Illinois.

PIN #: 28-11-306-009

Property Address: 3713 WEST 147TH STREET
MIDLOTHIAN, IL 60445

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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 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 **Cook**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

which currently has the address of

3713 WEST 147TH PLACE
[Street]

Midlothian **Illinois** **60445** **("Property Address"):**
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the 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 hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, 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 under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or

Any application of payables, insurance charges and other amounts due under the Note shall not extend or postpone the due date, or reduce the amount, of the Periodic Payments.

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

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 first to late charges, second to any other amounts due under the Note; (d) periodic payments; (e) amounts due under Section 3; and then to reduce the principal balance of the Note.

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

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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.

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 mortgagor as an additional loss payee. Such policies, shall include a standard mortgage clause, and shall name Lender as mortgagor as an additional loss payee. Lender shall have the right to hold the policies and renew all certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals 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 mortgagor and/or as an additional loss payee.

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

3. **Trooper Insurance:** Bottower 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 deductible levels) and for which Lender requires insurance. This insurance shall be maintained in the amounts limited to, earthquakes and floods, for which Lender requires insurance. What Lender requires pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Bottower subject to Lender's right to disapprove Bottower's choice, which right shall not be exercised unreasonably. Lender may require Bottower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination, certification and subsequent charges each year for similar changes which reasonably might affect such determination or certification. Bottower shall 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.

Lender in connection with this Loan.

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) conveys the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which agree with: (c) secures from the holder of the lien an enforceable opinion of the Lender's counsel operating to prevent the enforcement of the instrument of the Lien in, Lender 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 Instrument. 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 Lien. Within 10 days of the date 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.

4. Charges; Lines, Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property which can attain priority over this Security Instrument, less than or equal to the amount of the principal and interest due on the note, plus reasonable attorney's fees, and expenses of collection, 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.

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

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ITEM 960816 (0011)-MERS 11300921 (Note copy 12/1/02)
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131
ILLINOIS—Single Family—Family Mac UNIFORM INSTRUMENT
Form 301A 1/01
GREATLAND ■

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 premiums, Lender shall not be required to pay Borrower any interest on such amounts on such proceedings. Lender shall not be liable to Borrower for any damage to the property under the Note if Lender has repaired the property or restored the property to its original condition or if Lender has paid all or part of the cost of repairing or restoring the property. In either event, 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 (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 insurance proceeds either to repair or restore the property or to pay amounts unpaid under the Note or this security instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the property as Borrower's principal residence within 60 days after the execution of this security instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the property, allow the property to deteriorate or commit waste on the property. Whether or not Borrower is residing in the property, Borrower shall maintain the property in order to prevent the property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economic or impractical to repair the property, Borrower shall promptly repair the property if damaged to avoid further deterioration or damage. If insurance premiums paid in connection with damage to Section 5 shall repair or restoration is not feasible, Borrower shall promptly repair the property in its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economic or impractical to repair the property, Borrower shall not commit waste on the property. Whether or not Borrower is residing in the property, Borrower shall not to deteriorate or commit waste on the property. Unless Lender or Borrower inspects the property at least once a year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

8. Borrower's Loan Application. Borrower shall be in default if, during the loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender or if it has reasonable cause. Lender may inspect the interior of the property as Borrower's principal residence.

9. Protection of Lender's Interests 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 interests in the property and/or rights under this security instrument (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure, for enforcement of a lien which may attain priority over this security instrument or to enforce laws or regulations), or (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 proceeding and/or assessing the value of the property and rights under this security instrument, eliminating buildings or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this section, 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.

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 rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Instrument 9 shall bear interest at the rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to such Miscellaneous Proceeds shall be applied in the order provided for in section 2.

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

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

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

of the premiums paid to the insurer, the arrangement is often termed "capital 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, or
and they will not entitle Borrower to any refund.

include funds obtained from Mortgage Insurance premiums).

does not repay the Loan as agreed. If two or more parties enter into the Mortgage Insurance, Mortgagors evaluate their total risk on all such insurance 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 conditions that are satisfactory to the mortgagee insurer and the other party (or parties) to these agreements. These agreements may require the mortgagor to make payments using any source of funds that the mortgagee insurer may have available (which may

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

10. Mortgage Insurance. If Lender requires 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 ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required by Lender to make separate 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 equal to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If subsequently Lender ceases to be eligible to make separate 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 equal to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If subsequently Lender ceases to be eligible to make separate 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 equal to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. It is however, subject to the property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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To Order Call: 1-800-530-9393 Fax: 616-791-1131
ITEM 960818 (0011)-MERS

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1130009701

Form 3014 1/01

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

other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan if the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or

Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for

provided in Section 2(j) and benefit the successors and assigns of Lender.

unless Lender agrees to such release in writing. The convenants and agreements of this Security Instrument shall bind (except as Security instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument to pay to Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument in writing, and is approved by Lender, shall assign all of Borrower's rights and benefits under this Security Instrument in writing, and is co-signer of Borrower who assumes Borrower's obligations under

Subject to the provisions of Section 18, any Successor in interest of Borrower who assumes Borrower's obligations under co-signer's consent.

modifly, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to pay the sums secured by this Security Instrument to the extent, (b), is not personally obligated to pay co-signer's interest in the Property under the terms of this Security Instrument, (a) is not mortgagee, grant and convey the but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument and (b) to mortgagee, grant and convey the Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument

13. **Joint and Several Liability; Co-signers; Successors and Assigns Second.** Borrower covenants and agrees that

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, including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in interest of the original Borrower or any Successors in interest of Borrower. Any franchise by Lender in exercising any right or remedy payment or otherwise modify any agreements against any Successor in interest of Borrower or to refuse to extend time for in interest of Borrower shall not operate to release the liability of Borrower or any Successors in interest of Borrower. Lender in interest of a amortization of the sums secured by this Security Instrument by reason of any demand made by shall not be required to commence proceedings against any Successor in interest of Borrower or to refuse to repair or restore or repair the Security instrument. Borrower can cure such a default and, if acceleration has occurred, remitiate as provided in Section 19, by could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, Miscellaneous Proceeds.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the Opposing Party (as defined in 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. All other material impairment of Lender's interest in the Property or rights under this Security instrument by 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.

After the date this 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 before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sum due. Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sum due. If the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date this 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 before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sum due. If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the Opposing Party (as defined in

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. 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 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 sum due. 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 by this Security instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sum due. If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the Opposing Party (as defined in

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ILLINOIS - Single Family - Family Member Mac UNIFORM INSTRUMENT

Form 3014 J/01

(b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon remittance sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; continuing unchanged unless otherwise provided under Applicable Law, Lender may require that Borrower pay such rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall Instruments, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and fees, and other fees incurred for the purpose of protecting Lender's rights under this Security instrument, fees, property inspection and valuation enforcing this Security Instrument, including, but not limited to, reasonable attorney fees, property inspection and valuation acceleration had occurred; (b) gives any default of any other covenants or agreements; (c) pays all expenses incurred in are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no of the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 note 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 terminate Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for

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), including, but not limited to, those beneficial interests 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 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), including, but not limited to, those beneficial interests 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.

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 to a purchaser.

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

word "my" gives sole discretion without any obligation to take any action.

words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter

conflicting provisions.

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 of Applicable Law. Applicable Law might explicitly allow the

conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

contract. In the event that any provision of this Security Instrument or the Note conflicts with Applicable Law, such

parties to agree by contract or in writing to be silent, but such silence shall not be construed as a prohibition against amendment by

or by mailing it to first class mail to Lender's address stated herein unless Lender has designated another address by notice to

Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until

designed notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it

address, then Borrower shall only report a change of address through direct procedure. There may be only one

properly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of

address, Borrower shall only address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall

be the Property unless Borrowers unless Applicable Law expressly requires otherwise. The notice address shall

Borrower shall constitute notice to all Borrowers unless notice address is sent by other means. Notice to any one

mailed by first class mail or when actually delivered to Borrower or Lender shall be deemed to have been given to Borrower when

Any notice to Borrower in connection with this Security Instrument shall be given to Borrower when

waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. 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). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a reduction will be permitted 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). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a

charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected

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To Order Call: 1-800-530-9393 Fax: 616-791-1131
GREATLAND ■

LULLABY—Single Melody—Hansie Mae/Freddie Mac UNIFORM INSTRUMENT

INSTRUMENT

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 date the action required to cure the default, and (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) that failure to cure the default on or before 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 the notice is given to Borrower, by which the default must be cured; and further inform Borrower by judicial proceeding and sale of the Property. The notice shall secured by this Security Instrument, foreclose by judicial proceeding and sale of the sums non-existent or any other defense of Borrower to accelerate and foreclose. If the default is not

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

21. **Hazardous Substances**. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: formaldehyde, and radioactive materials; organic pesticides and herbicides; volatile solvents; materials containing asbestos or formaldehyde; means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection; (c) "Environmental Clean-up" includes any response 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 Clean-up.

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 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintainance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender notice of (a) any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including, but not limited to, any spill, leak, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence of a Hazardous Substance which adversely affects the value of the Property. If Borrower, or is notified by any government authority that any remedial action is necessary, Borrower shall promptly take all necessary remedial actions to correct the problem. Borrower shall create any obligation on Lender for an Environmental Clean-up, if the release of a Hazardous Substance which adversely affects the value of the Property, or any removal or other action taken to correct the problem, results in any liability, expense, cost, or damage to Lender.

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ILLINOIS—Single Family—Family Freddie Mac UNIFORM INSTRUMENT Form 301A-101
ITEM 908011 (0011) MERS 1130009701 (Page 11 of 12 pages)
To Order Call 1-800-530-9393 □ GRB 616-791-1131

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ITEM 960812 (0011)-MERS
To Order Call 1-800-530-9393 □ Fax: 616-791-1131
GREATAND ■
Form 3014.1/01

(Page 12 of 12 pages)

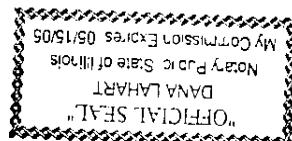
ILLINOIS—Single Family—Family/Marital/Mac UNIFORM INSTRUMENT
1130009701

Notary Public

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

(date) by

11/2002



GLORIA ALLEN, A Single Woman

This instrument was acknowledged before me on

State of Illinois *CWk*
County of

Witness:

Witness:

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 12 of this
Security Instrument and in any Rider executed by Borrower and recorded with it.

GLORIA ALLEN

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40/6000SII (100) 123456789

10/10/2013

MODERNISATION OF THE INVESTIGATION PROCESS - A FRAMEWORK FOR INVESTIGATING CRIMINAL OFFENCES

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

addition to the other hazards for which insurance is required by Section 5.

D. RENT LOSS INSURANCE. Bottower shall maintain insurance against the Property with Lender's prior written permission.

C. SUBORDINATE LINES. Except as permitted by federal law, Borrower shall not allow
any line inferior to the Security Line to be established, or shall not allow

to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinaries regulations and

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to, or incur any liability under any security instrument as the "Property."

Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Agreement as "the Property".

curtain rods, attached mirrors, cabinets, paneling and additions thereto, shall be deemed to be and remain a part of the building replacements.

tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, and washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and upholstery.

purposes of supplying or distributing heat, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, electricity and access control apparatuses, plumbing, heating, ventilation, mechanical, electrical, etc., for the purpose of maintaining, repairing, testing, inspecting, supervising, controlling, operating, or managing, any such plant, works, premises, building, structure, vessel, ship, aircraft, motor vehicle, or other conveyance.

which may be seen in the topography covered by the secondary instrument; building materials applied in goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the property included in the instrument.

addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property as described by the fixture descriptions.

A. ADDITION OF PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition, Borrower shall under further covenant and agree as follows:

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

[Property Address]

3713 WEST 147TH PLACE
MIDLOTHIAN, IL 60445

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

THIS 14 FAMILY RIDER IS MADE THIS 11th day of September 2002
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 Vanhoef Financial, Inc., a Delaware Corporation

Assignment of Rents

A-4 FAMILY RIDER

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ITEM 17902 (001) 1130009701 (Page 2 of 3 pages)
To Order Call: 1-800-530-9393 Fax: 616-791-1131
GREATLAND ■
MULTISTATE 1-4 FAMILY RIDEER—Family Member Mac UNIFORM INSTRUMENT
Form 3170 1/01

Leender may invoke any of the remedies permitted by the Security Instrument and agreement in which Leender has an interest shall be a breach under the Security Instrument and

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or when all the sums secured by the Security Instrument are paid in full.

any other right or remedy of Leender. This assignment of Rents of the Property shall terminate when a default occurs. Any application of Rents shall not cure or waive any default or invalidation. However, Leender, or Leender's agents or a judge appointed receiver, may do so at any time upon, take control of or maintain the Property before or after giving notice of default to Borrower. Leender, or Leender's agents or a judicially appointed receiver, shall not be required to enter exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Leender from pursuing to Section 9.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Leender for such purposes shall become indebtedness of Borrower to Leender secured by the Security Instrument pursuant to Section 9.

If the Rents of the Property are not sufficient to cover the costs of taking control of and inadequacy of the Property as security.

Property and collect the Rents and profit's derived from the Property without any showing as to the (vi) Leender shall be entitled to have a receiver appointed to take possession of and manage the apppointed receiver shall be liable to account for only those Rents actually received; and then to the sums secured by the Security Instrument; (v) Leender, Leender's agents or any judicially maintained costs, insurance premiums, taxes, assessments and other charges on the Property, and not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and the costs of taking control of and managing the Property and collecting the Rents, including, but law provides otherwise, all Rents collected by Leender or Leender's agents shall be applied first to Leender or Leender's agents upon Leender's written demand to the tenant; (iv) unless applicable to Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid by the Security Instrument; (ii) Leender shall be entitled to collect and receive all of the Rents of the held by Borrower as trustee for the benefit of Leender only, to be applied to the sums secured by If Leender gives notice of default to Borrower: (i) all Rents received by Borrower shall be not an assignment for additional security only.

paid to Leender or Leender's agent. This assignment of Rents constitutes an absolute assignment and the Security Instrument and (ii) Leender has given notice to the tenant(s) that the Rents are to be received the Rents until (i) Leender has given Borrower notice of default pursuant to Section 22 of tenant of the Property shall pay the Rents to Leender or Leender's agents. However, Borrower shall payable. Borrower authorizes Leender or Leender's agents to collect the Rents, and agrees that each rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are possessed, Borrower absolutely assigns and transfers to Leender all the H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LEENDER IN paragrapgh G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

the existing leases and to execute new leases, in Leender's sole discretion. As used in this of the Property. Upon the assignment, Leender shall have the right to modify, extend or terminate

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ITEM 1790L3 (0011) 1130009701 (Page 3 of 3 pages)
To Order Call: 1-800-530-9393 Fax: 616-791-1131
GRATELAND ■
MULTISTATE 1-4 FAMILY RIDER—Family Mae/Freddie Mae UNIFORM INSTRUMENT
Form 3170 1/01

Property of Cook County Clerk's Office

-Borrower _____
(Seal) _____
-Borrower _____
(Seal) _____

-Borrower _____
(Seal) _____
-Borrower _____
(Seal) _____

-Borrower _____
(Seal) _____
GLORIA ALLEN

I through 3 of this 1-4 Family Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages

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