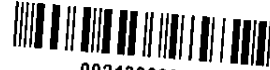


UNOFFICIAL COPY

0021392003

3859/0040 45 001 Page 1 of 11  
2002-12-16 08:29:14  
Cook County Recorder 44.50



0021392003

WHEN RECORDED MAIL TO:

COUNTRYWIDE HOME LOANS, INC.  
MSN SV-79 / DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS, CALIFORNIA 91410-0266

SPACE ABOVE FOR RECORDERS USE

Prepared by: K. BOYKIN

COUNTRYWIDE HOME LOANS, INC.  
7105 CORPORATE DR MS PTX-A252  
PLANO, TX 75024-

DOC ID #: 0002040977254209

ESCROW/CLOSING #: 177755

MORTGAGE

(Line of Credit)

THIS MORTGAGE, dated November 8th, 2002, is between  
SARAH A MCCOY, AN UNMARRIED WOMAN

FIRST AMERICAN TITLE

ORDER # 177755

2 OF 2

residing at

1565 NORTH HOYNE # 3, CHICAGO, IL 60622-

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and  
COUNTRYWIDE HOME LOANS, INC.

with an address at

4500 Park Granada, Calabasas, CA 91302-1613

and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage,  
grant and convey to you the premises located at:  
1565 NORTH HOYNE # 3, CHICAGO

Street, Municipality

COOK

Illinois 60622-  
ZIP

(the "Premises").

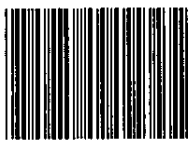
County

● HELOC - IL Mortgage

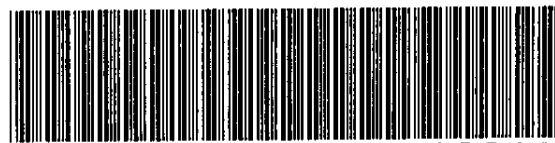
1C55411L (04/02)

Page 1 of 6

Initials: *SM*



\* 2 3 9 9 1 \*



\* 0 2 0 4 0 9 7 7 2 0 0 0 0 1 C 5 5 4 \*

Send To

11/25

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DOC ID # 0002040977254209

and further described as:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID #: 17061050341003

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 88,500.00 or so much thereof as may be advanced and readvanced from time to time to SARAH A MCCOY

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated November 8, 2002, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

#### BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

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DOC ID # 0002040977254209

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

**DEFAULT:** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt

*SM*

21392003

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DOC ID # 0002040977254209

requested, to your address at

COUNTRYWIDE HOME LOANS, INC.  
4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

**GENERAL:** You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

**SECURITY AGREEMENT AND FIXTURE FILING:** This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

\_\_\_\_\_  
Mortgagor: SARAH A MCCOY (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

21392007

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DOC ID # 0002040977254209

County ss:

STATE OF ILLINOIS,

I, Estela Cervantes, a Notary Public in and for said county and state do hereby certify that

Sara A. McCoy

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

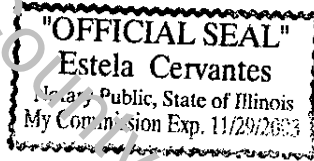
Given under my hand and official seal, this 9th day of Nov. 2002.

My Commission Expires 11/29/03

This Instrument was prepared by:

Estela Cervantes

Notary Public



11/29/03

21392007

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## Legal Description:

Unit 1565-3 in the 1565 North Hoyne Condominium as delineated on a survey of the following described Real Estate:

Lot 34 in Block 1 in David L. Lee's Addition to Chicago in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as an exhibit to the Declaration of Condominium recorded as document 97699355, and any amendments thereto, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: The exclusive right to the use of parking space P-3, as a limited common element, as delineated on the survey attached to the declaration of condominium, aforesaid, in Cook County, Illinois.

PIN # 17-06-025-034-1003 Vol. 582

Property of Cook County Clerk's Office

21392003



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

[Space Above This Line For Recording Data]

## CONDOMINIUM RIDER

PARCEL ID #:  
17061050341003  
Prepared By:  
K. BOYKIN

COUNTRYWIDE HOME LOANS, INC.  
7105 CORPORATE DR MS  
PTX-A252  
PLANO,  
TX 75024-

177755  
[Escrow/Closing #]

0002040977254209  
[Doc ID #]

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Page 1 of 3

Initials: *EBM*

 -8R (0008).02 CHL (12/01) VMP MORTGAGE FORMS - (800)521-7291  
CONV/VA

Form: 3140 1/01



21392007



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DOC ID # 0002040977254209

THIS CONDOMINIUM RIDER is made this EIGHTH day of NOVEMBER, 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 COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1565 NORTH HOYNE # 3, CHICAGO, IL 60622-

[Property Address]

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

1565 NORTH HOYNE CONDO

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property 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 benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender 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 maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master 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, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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DOC ID # 0002040977254209


**C. Public Liability Insurance.** Borrower 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 coverage to Lender.

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

**E. Lender's Prior Consent.** Borrower shall not, except 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 Condominium 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 domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit 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 liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, 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.

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

  
\_\_\_\_\_  
SARAH A MCCOY (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

21392007

# UNOFFICIAL COPY

Prepared by: K. BOYKIN

## COUNTRYWIDE HOME LOANS, INC.

BRANCH #850  
7105 CORPORATE DR MS PTX-A252  
PLANO, TX 75024-  
(800)924-2153  
Br Fax No.: (972)608-1185

DATE: 11/08/2002  
CASE #:  
DOC ID #: 0002040977254209  
BORROWER: SARAH A MCCOY  
PROPERTY ADDRESS: 1565 NORTH HOYNE # 3  
CHICAGO, IL. 60622-

### LEGAL DESCRIPTION EXHIBIT A

Property of Cook County Clerk's Office

FHA/VA/CONV  
Legal Description Exhibit A  
1C4041XX (11/01)



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\* 0 2 0 4 0 9 7 7 2 0 0 0 0 1 C 4 0 4 \*

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