

# UNOFFICIAL COPY

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1329/0051 09 006 Page 1 of 26  
2003-03-10 11:27:46  
Cook County Recorder 74.50



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After Recording Return To:

Windsor Mortgage  
100 Witmer Road  
Horsham, PA 19044-0963  
ATTN: Capital Markets



[Space Above This Line For Recording Data]

COOK COUNTY RECORDER  
EUGENE "GENE" MOORE MORTGAGE  
SKOKIE OFFICE

Loan No. 542072004  
MIN 1000375-0542072004-0

## 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 February 28, 2003, together with all Riders to this document.  
(B) "Borrower" is Mary Anderson and Eric Michael Anderson, wife and husband, as joint tenants

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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 3014 1/01

(Page 1 of 18) 176220594 Initials: MJA 199  
GMACM - CMS.0012.IL (0001)

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ILLINOIS - Single Family - Form Mac/Family Mac UNIFORM INSTRUMENT Form 301A 1/01  
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- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or other takings of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (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 point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, a financial institution to debit or credit an account. Such term includes, but is not limited to, a wire transfer, and automated clearinghouse transfers.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Payee by a condominium association, homeowners association or similar organization.
- (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.

Adjustable Rate Rider  Condominium Rider  Other(s) [Specify]  Biweekly Payment Rider  Planned Unit Development Rider  Balloon Rider  1-4 Family Rider  Second Home Rider

- The following Riders are to be executed by Borrower [check box as applicable]:
- (H) "Riders" means all Riders, to this Security Instrument that are executed by Borrower, interest.
- (G) "Loan" means the debt evidenced by the Note, and all sums due under this Security Instrument, plus late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".
- Dollars (\$ U.S. \$ 222,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2031.

Two Thousand Twenty Two thousand and 00/100  
2003 . The Note states that Borrower owes Lender  
(E) "Note" means the promissory note signed by Borrower and dated February 28,

Lender is a Corporation organized and existing under the  
Laws of Delaware . Lender's address is  
3201 Old Glenview Road, Wilmette, IL 60091

GHS Mortgage, LLC d/b/a Windsor Mortgage  
(D) "Lender" is

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(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. §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.

(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.

## 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

[Type of Recording Jurisdiction]

of Cook

[Name of Recording Jurisdiction]

See attached schedule A

which currently has the address of  
5312 Winthrop North, #2S,

[Street]

Chicago

, Illinois

60640

("Property Address"):

[City]

[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.

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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 Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full 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.

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 Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, 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 provision of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly 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 to Lender 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 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 covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as 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, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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.

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**HILLINOS** - Single Family - Frame Mac/Freddie Mac UNIFORM INSTRUMENT Form 3014-101  
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5. Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including "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

Lender may require Borrower to pay a one-time charge for a real estate tax verification service used by 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, or defends against enforcement of the Lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the Lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the Lien an agreement satisfactory to Lender subordinating the Lien to this Security 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 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; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attach priority over this Security Instrument, less than payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that use 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 monthly payments. If there is a shortage in RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in RESPA, and Borrower shall notify Borrower as required by RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a shortage in 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 shortage in 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no 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 Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual statement of interest to be paid on the Funds.

(including deductible levels) and for the periods that Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower 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.

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 or 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 Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts 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 Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters,

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Lender or its agent may make reasonable entries upon and inspectors of the Property.  
If it has reasonable cause, Lender may inspect the interior of the improvements on the Property.  
Lender shall give Borrower notice at the time of or prior to such an interior inspection  
and either shall give Borrower notice at the time of or prior to such an interior inspection

**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 degrading in value due to its condition. Unless it is determined pursuant to Section 5 that repairing or restoring the Property is not economically feasible, Borrower shall promptly repair the Property if damaged or deteriorated to its condition. Unless it is determined that repairing or restoring the Property is not economically feasible, Borrower shall promptly repair the Property if damaged or deteriorated to its condition or further deterioration of damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Under no circumstances shall Borrower be liable for the cost of repairing or restoring the Property to its original condition or for the cost of repairing or restoring the Property after it has been damaged or deteriorated. If the insurance or condemnation proceeds are not sufficient to repair the Property, Borrower is not relieved of Borrower's obligation for sufficient payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to restore the Property, Borrower is not relieved of Borrower's obligation for sufficient payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair the Property, Borrower is not relieved of Borrower's obligation for sufficient payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair the Property, Borrower is not relieved of Borrower's obligation for sufficient payments as the work is completed.

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 existing circumstances exist which are beyond Borrower's control.

If Borrower 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 all rights to any insurance proceeds in an amount not to exceed the amounts Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts than the sum paid by Borrower's rights (other than the sum paid by Borrower) under the Note or this Security Instrument, and (b) any other rights under the Note or this Security Instrument, to any refund to any insured under the Note or this Security Instrument.

or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), 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 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 attorneys' fees to protect its interest 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 or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments 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 cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased 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-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any remeasurer, 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 or modifying the mortgage insurer's risk, or reducing losses. If such agreement for sharing or modifying the mortgage insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "capitive reinsurance." Further:

(a) Any such agreements will affect the accounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to 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.

are hereby assigned to and shall be paid to Lender.

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

Mortgage Insurance evaluates 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 conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any remeasurer, 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 a share of the premiums paid to the insurer, the arrangement is often termed "capitive reinsurance." Further:

(a) Any such agreements will affect the accounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to 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.

are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and 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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order 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, if any, 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 sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by 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 Borrower that the Opposing Party (as defined in 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 the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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## Initials

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13. Joint and Several Liability Co-signers, Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "Co-signer") : (a) is co-signing this Security Instrument only to mortgagee, grant and convey the co-signer's interest in the Property under it; terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Borrower's assignments of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Lender, unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

12. Borrower Not Released; Forbearance by Lender; Extension of the time for payment or modification of amortization of this SecuritY instrument granted by Lender 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 for any reason of any kind. Any forbearance by Lender in exercising any right or remedy in including, without limitation, Lender's acceptance of payments from third persons, Successors in Interest of Borrower, Any forbearance by Lender in exercising any right or remedy in interest of Successors in Interest of Borrower or any demand made by the original Borrower or any Successors in Interest of Borrower or in amounts less than the amount due, shall not be a waiver of or preclude the exercise of any right or remedy.

All Miscellaneous Proceedings that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the 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 authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to 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 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 waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All Notice given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated 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 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 actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All 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 silent, but such silence shall not be construed as a

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*[Handwritten Signature]*

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Instrumentality or entity; or (d) Electronic Funds Transfer. Upon remittance by Borrower,  
check is drawn upon an institution whose deposits are insured by a federal agency,  
order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such  
expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money  
under Applicable Law. Lender may require that Borrower pay such reinstatement sums and  
secured by this Security instrument, shall continue unchanged unless otherwise provided  
Property and rights under this Security instrument, and Borrower's obligation to pay the same  
and (d) takes such action as Lender may reasonably require to assure that Lender's interests in the  
purpose of protecting Lender's interest in the Property and rights under this Security instrument;  
fees, property inspection and valuation fees, and other fees incurred for the  
attorneys' fees, enforching this Security instrument, including, but not limited to, reasonable  
incurred in enforcing this Security instrument, (c) pays all expenses  
had occurred; (d) causes any default of any other covenants of agreement; (e) pays all acceleration  
sums which then would be due under this Security instrument and the Note as if no acceleration  
enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all  
mignt specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment  
pursuant to Section 22 of this Security instrument; (b) such other period as Applicable Law  
discounted at any time prior to the earliest of: (a) five days before sale of the Property  
conditions, Borrower shall have the right to have enforcement of this Security instrument  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The  
by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration.  
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  
instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender  
accordance with Section 15 within which Borrower must pay all sums secured by this Security  
notice shall provide a period of not less than 30 days from the date the notice is given in  
order to Section 22 of this Security instrument: (a) such other period as Applicable Law  
pursuant to Section 22 of this Security instrument; (b) such days before sale of the Property  
discounted at any time prior to the earliest of: (a) five days before sale of the Property  
conditions, Borrower shall have the right to have enforcement of this Security instrument  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The  
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) 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 all or any part of the Property or any interest in the Property is sold or transferred  
without Lender's prior written consent, the intent of which is the transfer of  
title by Borrower at a future date to a purchaser.  
Section 16, "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, installmen sales contract or escrow agreement, the intent of which is the transfer of  
title by Borrower at a future date to a purchaser.

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

Other provisions of this Security instrument or the Note which can be given effect without the  
Security instrument or the Note conflict with Applicable Law, such conflict shall not affect  
prohibition against agreement by contract. In the event that any provision or clause of this  
conflicting provision.

this Security Instrument and obligations secured hereby 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 (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage 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, Borrower 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 requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to 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 Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant 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, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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 shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

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23. Practice of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases all rights under and by virtue of the Illinois homestead exemption laws.

23. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recoordination costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charge of the fee is permitted under Applicable Law.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default required to cure the date which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert Borrower's power to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to,

follows:

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

adversely affects the value of the Property. The proceeding two sentences shall not apply to the presence, 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 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 spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any Hazardous Substance, and (d) any regulation, rule, order, decree, or other provision of law, rule, order, or decree of any authority, or any private party, that any removal or other remediation of any regulated substance afflicting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Clean-up.

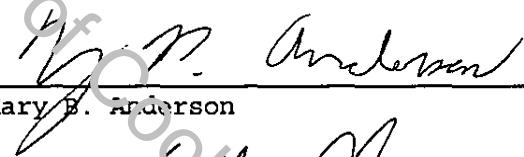
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collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, 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 the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING 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.



Mary E. Anderson

(Seal)

-Borrower



Eric Michael Anderson

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

LOAN NO: 542072004  
Witnesses:

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ILLINOIS - Single Family - Family Mac/Freddie Mac UNIFORM INSTRUMENT Form 301A 1/01  
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Initials:

*MWA*  
*FAT*

This instrument was prepared by:  
Lisa Paradis  
Corporate Center West  
W Hartford, CT 06110  
for: Windsor Mortgage

My Commission Expires:

2003

Given under my hand and official seal, this 28th day of February

and purposes therein set forth,  
signed and delivered at the said instrument as HER  
instrument, and before me this day in person, and acknowledged that SHE  
person(s) known to me to be the same person(s) whose name(s) subscribed to the foregoing  
,

Mary Anderson and Eric Michael Anderson, wife and husband, as  
in and for said county and state do hereby certify that  
, a Notary Public  
joint tenants

*Karen A. Hoyne*

{ ss

COUNTY OF COOK

STATE OF ILLINOIS,

## INDIVIDUAL ACKNOWLEDGMENT

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28th day of February , 2003 , 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 Adjustable Rate Note (the "Note") to

GHS Mortgage, LLC d/b/a Windsor Mortgage (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5312 Winthrop North, #2S  
Chicago, IL 60640

*[Property Address]*

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.125 %. The Note provides for changes in the interest rate and the monthly payments as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of March , 2006 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury

LOAN NO: 542072004

MULTISTATE ADJUSTABLE RATE RIDER - ARM 4-2/5-2/6-2  
Single Family - Fannie Mae/Freddie Mac  
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GMACM - CRM.0065.NCARM (0009)

Initials: MBA

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LOAN NO: 542072004  
MULTI STATE ADJUSTABLE RATE RIDER - ARM 4-2/5-2/6-2 - Single Family - Faunie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 3111 1/01  
GMACM - CRM.0065.NCARM (0009) (Page 2 of 4)  
Initials: *HJA*

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me regarding the title and telephone number of a person who will answer any question I may have regarding the notice.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment payees again.

Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.125 %.

The interest rate I am required to pay at the first Change Date will not be greater than 7.125 % or less than 3.125 %.

## (D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full or the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full or the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Before each Change Date, the Note Holder will calculate my new interest percentage points ( 2.750 %) to the Current Index. The Note Holder will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%).

75/100

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by adding Two and

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." Securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 on Borrower.

**THIS SPACE LEFT INTENTIONALLY BLANK**

LOAN NO: 542072004

MULTISTATE ADJUSTABLE RATE RIDER -- ARM 4-2/5-2/6-2 -- Single Family - Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 3111 1/01

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GMACM - CRM.0065.NGARM (0009) (Page 4 of 4)

MULTIFORM INSTRUMENT Form 311 1/01

MULTISTATE ADJUSTABLE RATE RIDER - ARM 42/52/6-2 - Single Family - Franklin Mac/Fredie Mac

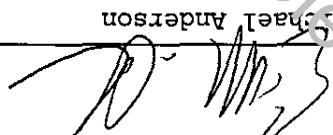
LOAN NO: 542072004

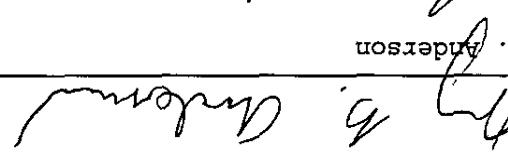
Property of Cook County Clerk's Office

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

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

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

Brett Michael Anderson  


Mary B. Anderson  


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in  
this Adjustable Rate Rider.

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28th day of February , 2003 , 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

GHS Mortgage, LLC d/b/a Windsor Mortgage  
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5312 Winthrop North, #2S  
Chicago, IL 60640  
[Property Address]

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

Lakewood  
[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:

LOAN NO: 542072004

MULTISTATE CONDOMINIUM RIDER - Single Family -

Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01

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Initials: PBS

GMACM - CRM.0045.CONDO (0101)

*[Handwritten signatures and initials over the bottom right corner]*

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*WED  
HTR*

Initials: \_\_\_\_\_  
Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01  
GMACM - CRM.0045.CONDO (0101) Page 2 of 3  
MULTISTATE CONDOMINIUM RIDER - Single Family -  
LOAN NO: 542072004

Borrower requesting payment.

Lender agrees 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 become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender may pay them. Any amounts disbursed by Lender under this paragraph it shall then Lender may pay them. If Borrower does not pay condominium dues and assessments when due, Remedies. If Borrower does not pay condominium dues and assessments when due,

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) Termination of professional management and assumption of self-management of the Owners Association; or

(ii) Any amendment to any provision of the Constitution Document if the provision is for the express benefit of Lender;

(i) The abandonment or termination required by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of destruction by fire or

Lender's prior written consent, either partition or subdivision in; Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with

in Section 11.

Lender's shall be applied by Lender to the sums secured by the Security Instrument as provided proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such or any part of the Property, whether or the unit or of the common elements, or for any consequence, payable to Borrower in connection with any condemnation or other taking of all

D. Condemnation. The proceeds of any award or claim for damages, direct or

form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable insure that the Owners Association maintains a public liability insurance policy acceptable to

Borrower.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair payable to Borrower, whether to the unit or to common elements, any proceeds following a loss, to the Property, whether to the unit or to common elements, or paid to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanketed policy.

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

Owners Association policy.

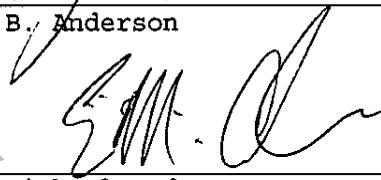
(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the

yearly premium installments for property insurance coverage on the Property; and

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the

**UNOFFICIAL COPY**

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

  
\_\_\_\_\_  
Mary B. Anderson(Seal)  
-Borrower  
\_\_\_\_\_  
Eric Michael Anderson(Seal)  
-Borrower  
\_\_\_\_\_  
(Seal)  
-Borrower  
\_\_\_\_\_  
(Seal)  
-Borrower

LOAN NO: 542072004  
**MULTISTATE CONDOMINIUM RIDER - Single Family -**  
**Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01**  
GMACM - CRM.0045.CONDO (0101)      Page 3 of 3

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Tax ID Number: 14-08-207-04

1030326000

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Property Address: 5312 N. Winthrop Ave. 2S&PS-2S  
Chicago, Illinois 60640

## Legal Description

**PARCEL 1:** Unit 2S together with its undivided percentage interest in the common elements in 5312 North Winthrop Condominium as delineated and defined in the Declaration recorded as Document Number 0020580298, in the West 1/2 of the Northeast 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**PARCEL 2.** Exclusive use for parking purposes in and to Parking Space No. PS-2S a limited common element, as set forth and defined in said Declaration of Condominium and survey attached thereto in Cook County, Illinois.

Property of Cook County Clerk's Office