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Return To:

NATIONAL CITY MORTGAGE CO  
P.O. Box 8800  
Dayton, OH 45401-8800

6315/0135 44 001 Page 1 of 18  
2003-04-04 13:33:21  
Cook County Recorder 58.00



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Prepared By:

JEANNIE LUNA

NATIONAL CITY MORTGAGE CO  
P.O. Box 8800  
Dayton, OH 45401-8800

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## MORTGAGE

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BOX 158

18  
APR

### 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 **March 18, 2003**, together with all Riders to this document.

(B) "Borrower" is

INGRID NUBER A Single Person

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is **National City Mortgage Co.**

Lender is a  
organized and existing under the laws of **The State of Ohio**

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

Form 3014 1/01

VMP-6(IL) (0010)

Page 1 of 15

Initials:

JAN

VMP MORTGAGE FORMS - (800)521-7291



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(D) "Note" means the promissory note signed by Borrower and dated March 18, 2003.

Lender is the mortgagee under this Security Instrument.

The Note states that Borrower owes Lender

U.S. \$ 163,200.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2010.

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Rider" 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 checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> VA Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Other(s) [Specify]			

(H) "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.

(I) "Community Assocation 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.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account, or transfers initiated by telephone, wire transfers, and automatic teller machine transactions, transfers initiated by telephone, wire transfers, and automatic teller machine transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) 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.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a security instrument, "RESPA" even if the Loan does not qualify as a "federally related mortgage loan."

"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"

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(P) "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 Lender and Lender's successors and assigns, the following described property located in the

County  
Cook [Type of Recording Jurisdiction]

of [Name of Recording Jurisdiction]:

THE NORTHEASTERLY 19.42 FEET OF THE SOUTHWESTERLY 98.01 FEET OF LOT 23 AND THE NORTHWESTERLY 8.33 FEET OF THE SOUTHEASTERLY 33.33 FEET OF THE NORTHEASTERLY 20 FEET OF LOT 23 IN BLOCK 67 IN WILSON'S RESUBDIVISION OF BLOCKS 60 AND 67 AS PLATTED AND SUBDIVIDED BY THE NORWOOD LAND AND BUILDING ASSOCIATIONS AND BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13 -06-102-038  
Parcel ID Number: XX-XXXXXX-X-XX which currently has the address of  
6269 N NORTHWEST HWY APT D, [Street]  
CHICAGO [City], Illinois 60631 [Zip Code]  
(*"Property Address"*):

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 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.

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Initials: FAN

Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower for any or all Escrow Items, Lender may waive Borrower's obligation to pay to Lender Funds for any or all funds for the Escrow Items unless Lender waives Borrower's obligation to pay the Funds shall pay Lender the Funds for Escrow Items unless Lender all notices of amounts to be paid under this Section. Borrower shall promptly furnish to Lender all notices of assessments to be paid under this Section. Borrower shall promulgate 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. time during the term of the Note, Lender may require that Community Association Dues, Fees, and accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance Premiums in for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance Premiums or any sums payable on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums encumbrance on the Property; (d) assessments which can attain priority over this Security Instrument as a lien or taxes and assessments and other items which can attain priority over this Security Instrument due for (a) the Note, until the Note is paid in full, a sum (the "Funds") to provide Periodic Payments due under Note shall not exceed or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not exceed first to any prepayment charges and then as described in the Note.

Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first 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 Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. If more than one Periodic Payment is outstanding, Lender may apply any payment received from late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If Lender receives a payment from Borrower, for a delinquent Periodic Payment which includes a balance of the Note.

If Lender receives a payment from Borrower, for a delinquent Periodic Payment which includes a late charge, second to any other amounts due under this Security Instrument, and then to reduce the principal balance against Lender shall believe Borrower from making payments due under the Note and this Security Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of 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 to late charges, second to any other amounts due under this Security Instrument.

If Lender holds 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 funds. Lender may hold such unpaid funds until Borrower makes payment to bring the Loan current. If periodic payment is applied as of its scheduled due date, then Lender need not pay interest on unpaid periodic payment but Lender is not obligated to apply such payments at the time such payments are accepted. If each due time Lender is not entitled to refuse such payment to its rights to refuse such payment or partial payments in without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, Lender may return any payment or partial payment if the partial payments are insufficient to bring such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at instrumentality, or entity; or (d) Electronic Funds Transfer.

provided any such check is drawn upon an institution whose deposits are insured by a federal agency, by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender:

Securitity instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments currency instrument received by Lender as payment under the Note or this currency, However, if any check or other instrument received at the location designated in the Note or at instrumentality, or entity; or (d) Electronic Funds Transfer.

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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.

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 accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess 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 deficiency 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 deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, 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.

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) contests the lien in good faith by, 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

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shall be applied to the sums secured by this Security Instrument, whether or not then due, with the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower any interest or interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower such amount as the work is completed. Unless an agreement is made in writing or Applicable Law requires payment as 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 to Lender's satisfaction until Lender has had an opportunity to inspect such Property to insure the work held such insurance proceeds until Lender has had an opportunity to inspect such Property to insure the right to Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to apply such insurance proceeds to the restoration or repair if the insurance was required by Lender, shall be made 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, Lender may make proof of loss if not made promptly by Borrower as an additional loss payable.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may name Lender as mortgagor and/or as an additional loss payee. All insurance policies required by Lender and renewals shall damage to, or destruction of, the Property, such policy shall include a valid mortgage clause and shall renew all notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewals right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagor and mortgagee and/mortgagee and renewals of such policies shall be subject to Lender's to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of liability and might provide greater coverage than was previously in effect. Borrower protect Borrower's equity in the Property, or the contents of the Property, against any risk, hazard particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might not coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any coverage, to maintain any of the coverages described above, Lender may obtain insurance determine resulting from an obligation by Borrower.

If Borrower fails to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination 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 a 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 insurance carried 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 that Lender provides. What Lender retains to the preceding sentence can change during the term of the Loan, requires. What Lender retains to the preceding sentence shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting actions set forth above in this Section 4. days of the date on which notice is given, Borrower shall satisfy the lien or take one or more of the

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

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 (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** 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 economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or 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. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections 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 specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in 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

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(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, and they 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 under the Homeowners Protection Act of 1998 or any other law.

Borrower, the arranger is often termed "capitive reinsurance." Further:  
Affiliate of Lender takes a share of the insurer's task in exchange for a share of the premiums paid to the for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an portion (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive As a result of these agreements, Lender, any purchaser of the Note, another investor, any reinsurer, and any premiums).

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.  
Mortgage Insurance reimburses 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.  
That the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance agreements. These agreements may require the mortgage insurer to make payments using any source of funds on terms and conditions that are not satisfactory to the mortgage insurer and the other party (or parties) to these enter into agreements with other parties that share their risk, or reduce losses. These agreements are entered into by parties that share their risk, or reduce losses. These agreements are

law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Borrower and Lender providing for such termination until termination is required by Applicable between Borrower and Lender's requirement for Mortgage Insurance until termination is required by Applicable reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-redeemable loss required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower was insurance. If Lender requires separately designated payments toward the premiums for making the Loan and Borrower was available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount paid in full, and Lender shall not be required to pay Borrower any interest or earnings the Loan is ultimately paid in full, and Lender shall be non-redeemable, notwithstanding the fact that reserve in lieu of Mortgage Insurance. Such loss shall be non-redeemable, notwithstanding the fact that covered to be in effect, Lender will accept, use and retain these payments as a non-redeemable loss continues to pay to Lender the amount of the separately designated payments that were due when the insurance selected by Lender. If substituted by Lender, Borrower shall pay the premiums required to make separately designated coverage is not available, Borrower shall the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurance substituted by Lender, to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Lender of the Mortgage Insurance previously in effect, from an alternate mortgage insurance selected by Lender, if substituted by Lender, Borrower shall pay the premiums required to make separately designated coverage is not available, Borrower shall pay the premiums required to make separately designated coverage in effect, from an alternate mortgage insurance

If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, agrees to the merger in writing.

If this Security instrument is on a leasehold, the leasehold and the fee title shall not merge unless Lender pays rent.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower disbursements and shall be payable, with such interest, upon notice from Lender to Borrower requesting

payment. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any circumstances liable for failing to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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 circumstances liable for failing to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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 into the secured rights under this Security instrument, including its

**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.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds 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.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or



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not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Condition, including but not limited to, any violation of any Environmental Law or regulation, or any condition caused by the presence, use or release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns of any release of any Hazardous Substance affecting the value of the Property, that any removal or other remedial action in accordance with Environmental Law, nothing herein shall create any obligation on Lender for any actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for any remedial or regulatory authority, or any private party, that any removal or other remedial action of any Hazardous Substance affecting the value of the Property. If Borrower learns of any release of any Hazardous Substance which adversely affects the value of the Property, that any removal or other remedial action in accordance with Environmental Law, nothing herein shall create any obligation on Lender for any actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance which creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or 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 substance that creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as acidic or basic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: radioactive materials containing asbestos or formaldehyde, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radionactive materials fed into 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, or otherwise trigger an Environmental Cleanup.

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 Section 20. Unless otherwise provided by the Note purchaser.

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.

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 this Section 20) 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 compilance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period 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 20 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.

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.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

**25. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. 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.

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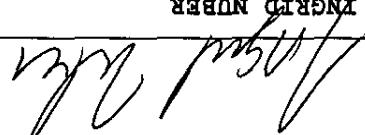
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WMP-6(1L) (0010)

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

RIGHT NUMBER



Witnesses:

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.

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STATE OF ILLINOIS,

I, *Ingrid Nebe*,  
state do hereby certify that

County ss:

, a Notary Public in and for said county and

*Ingrid Nebe*

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 ~~he/she/they~~ signed and delivered the said  
instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

18th day of March 2003

My Commission Expires:

*Cynthia Golden*

Notary Public



Initials: JAW

## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 18th day of March, 2003,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed  
to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to  
secure the Borrower's Note to  
**National City Mortgage Co.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
**6269 N NORTHWEST HWY APT D, CHICAGO, Illinois 60631**

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

**1. CONDITIONAL RIGHT TO REFINANCE**

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of April 1, 2033 (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 3 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

**2. CONDITIONS TO OPTION**

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (a) I must still be the owner and occupant of the property subject to

**MULTISTATE BALLOON RIDER (Refinance) - Single Family - Freddie Mac UNIFORM INSTRUMENT**



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Section 3 above, I will then have 30 calendar days to provide the Note Holder with acceptable proof of my yield in effect on the date and time of day notification is received by the Note Holder and is calculated in Loan Rate based upon the Federal Home Mortgage Corporation's applicable public rate required net no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New exercrise the Conditional Remainance Option by notifying the Note Holder no earlier than 60 calendar days and order to exercise the Conditional Remainance Option. If I meet the conditions of Section 2 above, I may together with the name, title and address of the person representing the Note Holder that I must notify in the conditions in Section 2 above are met. The Note Holder will provide my payment record information, Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Remainance Option if advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note together with the Note Rate as calculated in Section 2 above of the Note Maturity Date and

5. EXERCISING THE CONDITIONAL REMAINANCE OPTION  
The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and calculate will be the new amount of my principal and interest payment every month until the New Loan is fully paid.  
above), over the term of the New Loan at the New Loan Rate in equal monthly payments. The result of this on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will provided the New Loan Rate as calculated in Section 3 above is not greater than 5 percentage points

4. CALCULATING THE NEW PAYMENT AMOUNT  
provided that the Note Holder receives notice of my election to exercise the Conditional Remainance Option. If of day that the Note Holder receives notice of my election to exercise the Conditional Remainance Option. If the "New Loan Rate", The required net yield shall be the applicable net yield in effect on the date and time this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

3. CALCULATING THE NEW LOAN RATE  
the Note Rate; and (e) I must make a written request to the Note Holder as provided in Section 5 below.  
the Security Instrument was recorded; (d) the New Loan Rate cannot be more than 5 percentage points above the Security Instrument due to the Property (except for taxes and special assessments not yet due and payable) arising after the Note Rate; and (c) there are no liens, effects, or encumbrances against the Property, or other adverse matters more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (g) I must be current in my monthly payments and cannot have been the Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been

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required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

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

  
INGRID AUBER  
\_\_\_\_\_  
-Borrower  
(Seal)

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