

# UNOFFICIAL COPY

TD-508883



Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 08/18/2003 02:21 PM Pg: 1 of 16

Prepared by and When Recorded Return To:  
**JOANNA HOEFFERLE**  
**THE FIRST MORTGAGE CORPORATION**  
**19831 GOVERNORS HIGHWAY**  
**FLOSSMOOR ILLINOIS 60422**

-----[Space Above This Line For Recording Data]-----

LOAN NO. 03-10216

## MORTGAGE

MIN 100085804915509427

### 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 **APRIL 9, 2003**, together with all Riders to this document.

(B) "Borrower" is  
**JIM W MCCLARD, A BACHELOR**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is  
**THE FIRST MORTGAGE CORPORATION**

Lender is a **CORPORATION** organized and existing under the laws of **ILLINOIS**. Lender's address is  
**19831 GOVERNORS HIGHWAY**  
**FLOSSMOOR, IL 60422**

(E) "Note" means the promissory note signed by Borrower and dated **APRIL 9, 2003**

The Note states that Borrower owes Lender  
**ONE HUNDRED SIX THOUSAND FOUR HUNDRED AND 00/100**

Dollars (U.S. \$ **106,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic

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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

## TRANSFER OF RIGHTS IN THE PROPERTY

party has assumed Borrower's obligations under the Note and/or this Security Instrument.  
(O) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.  
"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional 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 plus (ii) any amounts under Section 3 of this Security Instrument.  
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, Loan.  
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Property.

in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance third party (other than insurance proceeds paid under the coverage described in Section 5) for: (i) damage to, or (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any (L) "Escrow Items" mean those items that are described in Section 3.

transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.  
account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, computer, or magnetic tape so as to order, insert, or authorize a financial institution to debit or credit an draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, organization.

that are imposed on Borrower or the Property by a condominium association, homeowners association or similar (J) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges judicial opinions.

and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances

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

are to be executed by Borrower [check box as applicable]:  
(H) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders

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

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

MAY 1, 2033

Payments and to pay the debt in full not later than

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1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in U.S. currency.

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

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.

**BORROWER COVENANTS** that Borrower is lawfully seized 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.

**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.

which currently has the address of  
 7715 N HERMITAGE AVENUE #3B, CHICAGO [City]  
 Illinois 60626 [Zip Code]  
 ("Property Address");

SEE ATTACHED LEGAL DESCRIPTION RIDER  
 P I N 11-30-215-005-0000

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  
 of COOK  
 [Name of Recording Jurisdiction]  
 [Type of Recording Jurisdiction]

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the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the shall not extend 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 and then as described in the Note. Voluntary prepayments shall be applied first to any prepayment charges may be applied to any late charges due. 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.

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.

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 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.

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.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.



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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to 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.

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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. 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, 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.

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 sixty 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 becoming uninhabitable.

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**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 amount and for the period that Lender requires) provided

the merger in writing. Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. 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 authorized under this Section 9.

It is agreed that Lender incurs no liability for not taking any or all actions under any duty or obligation to do so. Although Lender may take action under this Section 9, Lender does not have to do so and is not turned on or off. Lender may take action under this Section 9, Lender does not have to do so and is not 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 Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) representations concerning Borrower's occupancy of the Property as Borrower's principal residence with material information) in connection with the Loan. Material representations include, but are not limited to, gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, the time of or prior to such an interior inspection specifying such reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable completion of such repair or restoration.

are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that



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Form 3014 (01/01)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MEMBERS 3014

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 is equal to or greater than the amount of the sums secured by this Security Instrument before the partial taking, destruction, or loss 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

to Borrower. 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

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. not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the and shall be paid to Lender.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to

premiums that were unearned at the time of such cancellation or termination. the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage

owe for Mortgage Insurance, and they will not entitle Borrower to any refund. Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage

often termed "captive reinsurance." Further: takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other

insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

agreements may require the mortgage insurer to make payments using any source of funds that the mortgage conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into

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

provided in the Note.

required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate

with any written agreement between Borrower and Lender providing for such termination or until termination is

provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance

Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to

making the Loan and Borrower was required to make separately designated payments toward the premiums for

payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of

by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated



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If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the

by this Security Instrument or by Applicable Law. Lender may not charge fees that are expressly prohibited construed as a prohibition on the charging of such fee. Lender may not charge a specific fee to Borrower shall not be the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument,

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

agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations obligations under this Security Instrument in writing, and is approved by Lender, shall remain all of Borrower's Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's the terms of this Security Instrument or the Note without the co-signer's consent.

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and

the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in modification of amortization of the sum secured by this Security Instrument granted by Lender to Borrower or order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the

attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous

Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the (as defined in the next sentence) offers to make an award to settle a claim for damages. Borrower fails to respond

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party Instrument whether or not the sums are then due.

otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security

the Property immediately before the partial taking, destruction, or loss in value of the Property and Lender sums secured immediately before the partial taking, destruction, or loss in value of the Property and Lender

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of

shall be paid to Borrower.

fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance

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Form 3014 (01/01)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MEMS MEMS 3014

**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.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of 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 prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be 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.

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 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.

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**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.

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.

**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 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 of Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

**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 any power of sale contained in 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 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, instrumentally 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.

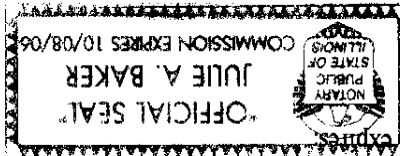






# UNOFFICIAL COPY

THE UNDERSIGNED  
*Julie A. Baker*  
Notary Public



The foregoing instrument was acknowledged before me, a Notary Public,

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 9TH day of APRIL, 2003

JIM W MCCLARD, A BACHELOR  
county and state do hereby certify that  
THE UNDERSIGNED  
I, a Notary Public in and for said

STATE OF ILLINOIS  
COUNTY OF COOK

)  
) SS:  
)

-----[Space Below This Line For Acknowledgment]-----

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
Social Security Number

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

*Jim W McClard*  
JIM W MCCLARD  
Borrower

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

# UNOFFICIAL COPY

UNIT 3B IN BIRCHWOOD COURT CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 8 TO 11 BOTH INCLUSIVE IN BLOCK 9 IN GUNDERSON'S NORTH BIRCHWOOD SUBDIVISION OF BLOCKS 4 TO 17 INCLUSIVE IN DAVID P. O'LEARY'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00111014700, TOGETHER WITH THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Property of Cook County Clerk's Office

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FORM 3140 1/01

Page 1 of 2

FNMA3140 (10/00)

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

3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section hazards included within the term "extended coverage," and any other hazards, including, but not limited to, provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance

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

**A. Condominium Obligations.** Borrower and Lender further covenant and agree as follows:

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

Borrower's interest. Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the ("Condominium Project"). If the owners association or other entity which acts for the Condominium Project

[Name of Condominium Project]

**BIRCHWOOD COURT CONDOMINIUM**

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

[Property Address]

**7715 N HERMITAGE AVENUE # 3B  
CHICAGO, IL 60626**

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

**THE FIRST MORTGAGE CORPORATION**

Note to (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed THIS CONDOMINIUM RIDER is made this 9TH day of APRIL, 2003, and is

LOAN NO 03-10216

**CONDOMINIUM RIDER**

# UNOFFICIAL COPY

MULTI-STATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

[Sign Original Only]

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

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

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

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

*JIM W MCCLARD*  
*[Handwritten Signature]*

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

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

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

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

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

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

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

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

satisfied to the extent that the required coverage is provided by the Owners Association policy.

and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed