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Eugene "Gene" Moore Fee: \$102.00
Cook County Recorder of Deeds
Date: 08/20/2003 12:20 PM Pg: 1 of 16

TICOR TITLE INSURANCE

When recorded mail to:
ABN AMRO MORTGAGE GROUP, INC.
P.O. BOX 5064
TROY, MICHIGAN 48084
ATTN:FINAL/TRAILING DOCUMENTS

Property of Cook County Clerk's Office

This instrument was prepared by:



LOAN #: 635443455

[Space Above This Line For Recording Date]

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MORTGAGE

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 17, 2003, together with all Riders to this document.

(B) "Borrower" is LEONID GUTIN AND LYUDMILA TARAKANOVA, ~~A MARRIED COUPLE.~~

HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is ABN AMRO MORTGAGE GROUP, INC.

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BOX 15

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Initials:

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TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and

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

Loan does not qualify as a "federally related mortgage loan" under RESPA.
refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing (iii) any amounts under Section 3 of this Security Instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

destruction of, the Property; (iii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any (K) "Escrow Items" means those items that are described in Section 3.

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

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

(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

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

executed by Borrower [check box as applicable]:
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be the Note, and all sums due under this Security Instrument, plus interest.
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

than MAY 1, 2008.
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later

***** Dollars (U.S. \$231,450.00)
(D) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2003.
The Note

Lender is the mortgagee under this Security Instrument.

Lender is a CORPORATION,
DELAWARE.
RD., TROY, MICHIGAN 48084.
Lender's address is 2600 W. BIG BEAVER
organized and existing under the laws of

LOAN #: 635443455

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

check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received 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 5. Payments due under the 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

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."

Illinois 60714 ("Property Address"); [Zip Code] which currently has the address of 9867 ROBIN RD., NILES, [Street] [City]

assigns, with power of sale, the following described property located in the COUNTY [Name of Recording Jurisdiction]; SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. LOAN #: 635443455

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by RESPA.

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.

Escrow Items or otherwise in accordance with Applicable Law. shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures or future the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at Lender all Funds, and in such amounts, that are then required under this Section 3.

Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, 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 shall Note. charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount due under this Security Instrument, and then to reduce the principal balance of the Note.

order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal 2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted or performing the covenants and agreements secured by this Security Instrument.

future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument 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 payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either

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

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

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. 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.

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. 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. 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. 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.

4. Charges; Lend. 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.

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

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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 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. Borrower is residing in the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not damage or impair 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.

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 damage or impair the Property, 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 attorneys' fees to protect its interest in

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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, to have the Mortgage

reinsurance." Further:

insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the characterized as) a portion of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be or any affiliate of any of the foregoing, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, 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 insurer 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 Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated and Lender requires separately designated payments (over and the premiums for Mortgage Insurance, if Lender required and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the due when the insurance coverage ceases to be in effect. Lender will accept, use and retain these payments as a non- is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance, and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance 10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall

in writing.

acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower payable, with such interest, upon notice from Lender to Borrower requesting payment.

Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this any or all actions authorized under this Section 9.

have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding.

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

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.

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, reinstates 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.

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.

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.

the sums are then due.

Immediately before the 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.

Immediately before the 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.

applied in the order provided for in Section 2.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and unearned at the time of such cancellation or termination.

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.

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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

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument. (c) the word "may" gives sole discretion without any obligation to take any action. 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 effect without the conflicting provision.

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

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced on the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to 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.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced on the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

LOAN #: 635443455

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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 notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

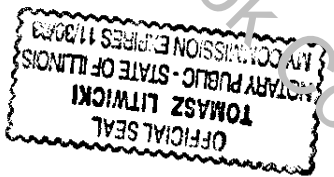
21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 12 of 12 © 1999-2002 Online Documents, Inc.

Property of Cook County Clerk's Office



(Serial Number, if any)

(Title or Rank)

(Signature of Person Taking Acknowledgement)

The foregoing instrument was acknowledged before me this April 17, 2003 (date) by LEONID GUTIN AND LYUDMILA TARAKANOVA (name of person acknowledged).

State of ILLINOIS
County of: COOK

LYUDMILA TARAKANOVA
(Seal)

LEONID GUTIN
(Seal)

LOAN #: 635443455
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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Initials: LT

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

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

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

4. CALCULATING THE NEW PAYMENT AMOUNT

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus ONE-HALF OF ONE percent (0.500%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If 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

encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (d) the New Loan Rate cannot be more than 5 percentage points above the Note Rate; and (e) I must make a written request to the Note Holder as provided in Section 5 below.

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Form 3191 1/01

MULTI-STATE BALLOON RIDER (Refinance)-Single Family-Reddie Mac UNIFORM INSTRUMENT

[Sign Original Only]

LYDMILA TARAKANOVA
 (Seal) *Lydmila*

LEONID GUTIN
 (Seal) *Leonid*

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

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.

LOAN #: 635443455

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000380953 SC

STREET ADDRESS: 9867 ROBIN RD

CITY: NILES

COUNTY: COOK COUNTY

TAX NUMBER: 09-11-427-014-0000

LEGAL DESCRIPTION:

LOT 101 OF CHESTERFIELD GOLDEN ESTATES, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

A large, dense, and somewhat illegible handwritten signature in black ink, covering a significant portion of the right side of the page.