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CIVIL 06/12/03 12:18 PM 6775394791

VMP MORTGAGE FORMS - (800)521-7291

Initials: *[Handwritten initials]*

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VMP®-6(1L)(0010)

Form 3014 1/01

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

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is BANK OF AMERICA, N.A.
Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

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 JUNE 13, 2003
(B) "Borrower" is EDWIN T CHANDLER AND DEBRA E CHANDLER, HIS WIFE, IN JOINT TENANCY

DEFINITIONS

MORTGAGE

ATS 19919

LOAN # 6775394791

[Space Above This Line For Recording Data]

LINDA CASH
BANK OF AMERICA, N.A.
1201 MAIN STREET, 7TH FLOOR
DALLAS, TX 752020000

Return To: LOAN # 6775394791
FL9-700-01-01
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
Prepared By:

Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 06/23/2003 03:16 PM Pg: 1 of 16



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

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

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

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

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

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

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

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

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

following riders are to be executed by Borrower [check box as applicable]:

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The charges due under the Note, and all sums due under this Security Instrument, plus interest, in the Property;

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and to pay the debt in full not later than JULY 01, 2018.

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

(D) "Note" means the promissory note signed by Borrower and dated JUNE 13, 2003. The Note states that Borrower owes Lender ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2018.

Lender's address is 1201 MAIN STREET, 7TH FLOOR, DALLAS, TX 752020000

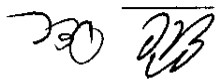
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1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security

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."

Parcel ID Number: 0420404004
2895 LEANNE COURT
NORTHBROOK
("Property Address");
NORTHBROOK AREA
which currently has the address of
[Street]
[City], Illinois 60062 [Zip Code]

of COOK COUNTY
[Type of Recording Jurisdiction]
[Name of Recording Jurisdiction]:
"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

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

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

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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 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.

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 or partial payment if the payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or preference to its rights to refuse such payment 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 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.

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. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item.

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Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay the Funds for any or all Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount. 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 RBSPPA, and (b) not to exceed the maximum amount a lender can require under RBSPPA. 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 RBSPPA. 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 RBSPPA.

If there is a surplus of Funds held in escrow, as defined under RBSPPA, Lender shall account to Borrower for the excess funds in accordance with RBSPPA. If there is a shortage of Funds held in escrow, as defined under RBSPPA, Lender shall notify Borrower as required by RBSPPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RBSPPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RBSPPA, Lender shall notify Borrower as required by RBSPPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RBSPPA, but in no more than 12 monthly payments.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and

additional loss payee. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and

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. 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. 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. 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. 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

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

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

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

no liability for not taking any or all actions authorized under this Section 9. It is agreed that Lender incurs not have to do so and is not under any duty or obligation to do so. Although Lender may take action under this Section 9, Lender does have utilities turned on or off. Although Lender may take action under this Section 9, Lender does 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 its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including to protect its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including to protect its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

concerning Borrower's occupancy of the Property as Borrower's principal residence. 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 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.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair

Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a 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. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

premiums that were unearned at the time of such cancellation or termination.

terminated automatically, and/or to receive a refund of any Mortgage Insurance and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance 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

(b) Any such agreement will not affect the rights Borrower has - if any - with respect to any refund.

Borrower to any refund.

increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle

(a) Any such agreement 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

often termed "captive reinsurance." Further:

insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's indirectly, amounts that derive from (or might be characterized as) a portion of Borrower's reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or as a result of these agreements, Lender, any purchaser of the Note, another insurer, any (which may include funds obtained from Mortgage Insurance premiums).

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

Mortgage Insurance does not repay the Loan as agreed. Borrower is not a party to the

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

10 affects Borrower's obligation to pay interest at the rate provided in this Section for such termination or until termination is required by Applicable Law. Nothing in this Section

Insurance ends in accordance with any written agreement between Borrower and Lender providing in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance

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Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the and valuation fees. In regard to any other fees, the absence of express authority in this Security under this Security Instrument, including, but not limited to, attorneys' fees, property inspection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights **14. Loan Charges.** Lender may charge Borrower fees for services performed in connection and benefit the successors and assigns of Lender.

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

other Borrower can agree to extend, modify, forbear or make any accommodations with regard to obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any interest in the Property under the terms of this Security Instrument; (b) is not personally (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); covenants and agrees that Borrower's obligations and liability shall be joint and several. However, **13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower

preclude the exercise of any right or remedy. Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or without limitation, Lender's acceptance of payments from third persons, entities or successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, Security Instrument by reason of any demand made by the original Borrower or any Successors in not be required to commence proceedings against any Successor in Interest of Borrower or to operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall time for payment or modification of amortization of the sums secured by this Security **12. Borrower Not Released, Forbearance By Lender Not a Waiver.** Extension of the

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

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

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 Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or damages, Borrower fails to respond to Lender within 30 days after the notice is given, Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the shall be applied to the sums secured by this Security Instrument whether or not the sums are then loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds less than the amount of the sums secured immediately before the partial taking, destruction, or market value of the Property immediately before the partial taking, destruction, or loss in value is In the event of a partial taking, destruction, or loss in value of the Property in which the fair Any balance shall be paid to Borrower.

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


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charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All 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.

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 an 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 corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If

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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

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

remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer payments should be made and any other information RSPFA requires in connection with a notice the change which will state the name and address of the new Loan Servicer, the address to which sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of and performs other mortgage loan servicing obligations under the Note, this Security Instrument, "Loan Servicer") that collects periodic payments due under the Note and this Security Instrument without prior notice to Borrower. A sale might result in a change in the entity (known as the interest in the Note (together with this Security Instrument) can be sold one or more times

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial reinstatement shall not apply in the case of acceleration under Section 18. hereby shall remain fully effective as if no acceleration had occurred. However, this right to Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds treasurer's check or cashier's check, provided any such check is drawn upon an institution whose following items, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, may require that Borrower pay such reinstatement sums and expenses in one or more of the Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender 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 interest in the Property and rights under this Security Instrument; and (d) takes such action as inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's this Security Instrument, including, but not limited to, reasonable attorneys' fees, property cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this discontinue at any time prior to the earliest of: (a) five days before sale of the Property pursuant conditions, Borrower shall have the right to have enforcement of this Security Instrument

19. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain remedies permitted by this Security Instrument without further notice or demand on Borrower. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may not pay, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against

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

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

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

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

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

Environmental Cleanup. Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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-Borrower
(Seal)
DEBRA E CHANDLER
Debra E Chandler

-Borrower
(Seal)
EDWIN T CHANDLER
Edwin T Chandler

Witnesses:

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

more than the cost of insurance Borrower may be able to obtain on its own. added to Borrower's total outstanding balance or obligation. The costs of the insurance may be effective date of the cancellation or expiration of the insurance. The costs of the insurance may be any other charges Lender may impose in connection with the placement of the insurance, until the collateral, Borrower will be responsible for the costs of that insurance, including interest and insurance as required by Borrower's agreement. If Lender purchases insurance for purchased by Lender, but only after providing Lender with evidence that Borrower has obtained against Borrower in connection with the collateral. Borrower may later cancel any insurance

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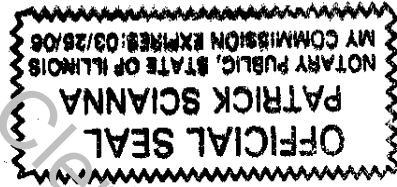
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Property of Cook County



Notary Public

personally known to me to be the same person(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/hers/their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 13th day of June, 2003.
My Commission Expires: 3/28/06

STATE OF ILLINOIS,
I, Patrick Scianna,
do hereby certify that
Edwin T. Chandler and Debra F. Chandler,
a Notary Public in and for said county and
County ss: Cook

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ISSUED BY: Absolute Title Services, Inc., 2227B Hammond Drive, Schaumburg, Illinois 60173

Schedule A of this Policy consists of 2 page(s)

**STEWART TITLE
GUARANTY COMPANY**

Property of Cook County Clerk's Office

Pin : 04-20-404-004

Street: 2895 LEANNE COURT
City, State: NORTHBROOK, Illinois

Address of Property (for identification purposes only):

LOT 21 IN UNIT NO. 2 IN JOHN B. HEEREN'S GLENWAY SUBDIVISION IN THE WEST
HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF
SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

File No.: 19919

SCHEDULE A

ABSOLUTE TITLE SERVICES, INC.