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0317532090

Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 06/24/2003 01:59 PM Pg: 1 of 13

After Recording Return To:

Prepared By: JANE ROGERS
799 ROOSEVELT
GLEN ELLYN, IL 60137
630-790-4600

[Space Above This Line For Recording Data]

LOAN NO.: 17318

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

AUGUST 9, 2002

together with all Riders to this document.

(B) "Borrower" is

KATHLEEN KASSER, AN UNMARRIED WOMAN AND EVA W NEUBERG, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HOME MORTGAGEE CORPORATION

Lender is a CORPORATION

organized and existing under the laws of

THE STATE OF NEW YORK

Lender's address is 799 ROOSEVELT

Glen Ellyn, IL 60137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated

AUGUST 9, 2002

The Note states that Borrower owes Lender

ONE HUNDRED EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ 180,000.00) plus interest.

Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2032

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

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

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Page 1 of 13

Initials:

lnk

Preferred Title

330 E Roosevelt Rd Ste 160

Lombard IL 60118

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

- | | | |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

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

(I) "**Community 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. §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.

(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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TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of **COOK** :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 34 FEET OF LOT 14 IN BLOCK 36 IN ROGERS PARK IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM INDEX NO. 11-31-220-015

which currently has the address of

1840 W FARWELL
[Street]

CHICAGO
[City]

, Illinois

60626
[Zip Code]

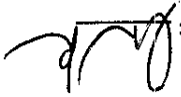
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

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.

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Page 4 of 13

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LFI #FNNMA3014 1/01

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

Any application of payments, insurance proceeds, or Miscellaneous proceeds to principal due under the any prepayment charges and then as described in the Note. Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to extent that any excess exists after the payment is applied to the full payment of one or more Periodic If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient balance of the Note.

late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to 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 Instrument 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 the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, may return any payment or partial payment if the payment or partial payments are insufficient to bring the other location as may be designated by Lender when received at the location designated in the Note or at such Payments are deemed received by Lender when received at the location designated in the Note or at such

entity; or (d) Electronic Funds Transfer. such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under However, if any check or other instrument received by Lender as payment under the Note or this Security Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to 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

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

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Form 3014 1/01
LFI #FNMA3014 1/01

Page 5 of 13

Initials: 

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5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards 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

service used by Lender in connection with this Loan. Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting actions set forth above in this Section 4.

days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the Borrower shall promptly discharge any lien which has priority over this Security Instrument unless these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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 Borrower any Funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, 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. 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.

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

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Form 3014 1/01

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Page 7 of 13

Initials:

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

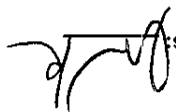
9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights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

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

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

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

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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 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

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

any, paid to Borrower. shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds

Section 2. excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the to and shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds, Forfeiture. All Miscellaneous Proceeds are hereby assigned

Mortgage Insurance premiums that were earned at the time of such cancellation or termination. Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may (b) Any such agreements will not affect the rights Borrower has - If any - with respect to the owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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

that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable

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Form 3014 1/01

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

Page 9 of 13

Initials:

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's obligations and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and benefits 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.

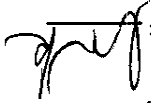
13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this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

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.

11. Miscellaneous Proceedings. All Miscellaneous Proceedings that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2. All Miscellaneous Proceedings that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. All Miscellaneous Proceedings that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Initials: Page 10 of 13

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

Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all other period as Applicable Law might specify for the termination of Borrower's right to reinstatement; or (c) entry earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the 19. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain conditions, Borrower Instrument without further notice or demand on Borrower.

sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

beneficial interest transferred in a bond for deed, contract for deed, installment sales contract or escrow in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

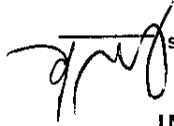
not affect other provisions of this Security Instrument or the Note which can be given effect without the provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall such silence shall not be construed as a prohibition against agreement by contract. In the event that any Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed

the corresponding requirement under this Security Instrument.

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

the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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Initials

Property of

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

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

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

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

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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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.

Witnesses:

Kathleen Kasser (Seal)
KATHLEEN KASSER -Borrower

Eva W Neuberg (Seal)
EVA W NEUBERG -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Below This Line For Acknowledgment)

STATE OF ILLINOIS, *Cook* County ss:

I, *Steven Winer*, a Notary Public in and for said county and state, do certify that

KATHLEEN KASSER, AN UNMARRIED WOMAN AND EVA W NEUBERG, AN UNMARRIED WOMAN

personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *9* day of *August*, 20*02*.

My Commission expires:

"OFFICIAL SEAL"
STEVEN WINER
Notary Public, State of Illinois
My Commission Expires 11/28/04
- Notary Public