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Return To:

First Midwest Bank  
2001 Bishops Gate Blvd.  
Mount Laurel, NJ 08054



Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 07/03/2003 02:02 PM Pg: 1 of 16

Prepared By:  
Amy Van Scriver, First  
Midwest Bank  
3000 Leadenhall Road Mount  
Laurel, NJ 08054

03-01524 1062 [Space Above This Line For Recording Data]

MORTGAGE

Loan #: 0029152101

14

PREMIER TITLE

## 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 June 17rd, 2003 together with all Riders to this document.
- (B) "Borrower" is MANUEL J PATLA and KIMBERLY R PATLA, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is First Midwest Bank

Lender is a Organization  
organized and existing under the laws of Illinois

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

Form 8074 1/01

VMP -6(ILL) (0005)

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VMP MORTGAGE FORMS - (800)521-7281

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Lender's address is 3000 Leadenhall Road Mount Laurel, NJ 08054

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 3rd, 2003

The Note states that Borrower owes Lender Ninety-Seven Thousand Dollars and Zero

Cents

Dollars

(U.S. \$97,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1st, 2018

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

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

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

- First Home Rider
- Condominium Rider
- Second Home Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- 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-judicial administrative decisions.

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

(J) "Electronic 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 input device, computer, or magnetic tape, as to order, instruction, 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 transactions.

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

(L) "Losses" means any compensation, settlement, award of damages, or proceeds paid by or for the benefit of the insured, or proceeds paid under the coverages described in Section 5) for: (i) destruction, damage, or loss of the property; (ii) condemnation or other taking of all or any part of the property; (iii) expense in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value of the property.

(M) "Losses" means insurance covering Lender against the nonpayment of, or default on, the Note.

(N) "Mortgage" means the total amount due for (i) principal and interest under the Note and (ii) amounts due under this Security Instrument.

(O) "Mortgage" means the Real Estate Lender's procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulations (12 C.F.R. Part 3500), as they might be amended from time to time, and any other federal or state regulation that governs the same subject matter. As used in this Security Instrument, "Mortgage" does not include requirements and restrictions that are imposed in regard to the mortgage loan, but which do not qualify as a "federally related mortgage loan" under 12 U.S.C. Section 2601.

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(P) "Successor in Interest of Borrower" means any party who has assumed the Property not that party has assumed Borrower's obligations under this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Note and all renewals, modifications of the Note; and (ii) the performance of the Note and all renewals, modifications of this Security Instrument and the Note. For this purpose, Borrower hereby irrevocably assigns to Lender and Lender's successors and assigns, the following described property:

of Cook

COUNTY

SFD

Parcel ID Number: *74-33-304-022*  
13142 FOREST VIEW LN  
CRESTWOOD  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter made on the Property, including easements, appurtenances, and fixtures now or hereafter made on the Property, and all additions shall also be covered by this Security Instrument. The above described Property is covered by this Security Instrument as the "Property."

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

**THIS SECURITY INSTRUMENT** combines uniform provisions for general use with limited variations by jurisdiction to constitute a uniform security instrument.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:  
1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the Note, and the prepayment charges and late charges due under the Note. Borrower shall also pay funds for pursuant to Section 3. Payments due under the Note and the Security Instrument shall be

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due for any Escrow Items for which payment of the amount due shall be required, Borrower shall furnish to Lender receipts evidencing such payment. Borrower's obligation to make such payments and to provide such receipts shall be a covenant and agreement contained in this Security Instrument, and is used in Section 9. If Borrower is obligated to pay the amount due for an Escrow Item and Borrower fails to pay the amount due for an Escrow Item, Lender may revoke the waiver as to any or all such amounts, and pay such amount and Borrower shall then be obligated to pay such amount. Lender may revoke the waiver as to any or all such amounts, and pay such amount and Borrower shall then be obligated to pay such amount, in accordance with Section 15 and, upon such revocation, Borrower shall be obligated to pay such amounts that are then required under this Section 9.

Lender may, at any time, collect and hold the Funds in an escrow account, in accordance with the Funds at the time specified under RESPA, and pay such Funds in accordance with the requirements under RESPA. Lender shall estimate the reasonable estimates of expenditures of future Escrow Items, in accordance with Applicable Law.

The Funds shall be held in an institution with a Federal Reserve account, or instrumentality, or entity (including Lender, if Lender is a depository institution or any Federal Home Loan Bank. Lender shall apply the requirements of RESPA, as specified under RESPA. Lender shall not charge Borrower for the cost of analyzing the escrow account, or verifying the escrow account, or for the cost of the Funds and Applicable Law permits Lender to make such a charge. Lender shall not charge any interest or earnings on the Funds. Borrower and Lender shall be paid on the Funds. Lender shall give to Borrower the Funds as required by RESPA.

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

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

**4. Charges; Liens.** Borrower shall pay all taxes, charges, assessments, and fees attributable to the Property which can attain priority over this Security Instrument, including ground rents on the Property, if any, and Community Association Fees and assessments, to the extent that these items are Escrow Items, Borrower shall pay such items as provided in this Section 4.

Borrower shall promptly discharge any lien which has priority over this Security Instrument. Borrower: (a) agrees in writing to the payment of the obligation secured by this Security Instrument to Lender, but only so long as Borrower is performing the obligations secured by this Security Instrument, or defends against enforcement of the lien in, legal proceedings, or in the event the lien is enforced, prevent the enforcement of the lien while those proceedings are pending and until such time as the proceedings are concluded; or (c) secures from the holder of the lien an agreement to subordinate the lien to this Security Instrument. If Lender determines that the holder of the lien is not willing to subordinate the lien to this Security Instrument, Lender shall give notice to the holder of the lien.

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er, if any check or other instrument received by Lender as payment under the Note or this instrument is returned to the sender, Lender may require that any or all subsequent payments under the Note and this Security Instrument be made in one or more of the following forms, as applicable: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check; or (d) electronic transfer, upon an institution whose deposits are insured by a federal deposit insurance agency, or either orally, Electronic Funds Transfer.

Payments 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.

in any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, but such acceptance shall be without prejudice to its rights to refuse such payment or partial payment, and Lender shall be entitled to apply such payments at the time such payments are received.

Performance of any periodic payments of its scheduled due date, then Lender need not pay interest on any unapplied funds until Borrower makes payment to bring the Loan current. If Borrower fails to make a reasonable period of time, Lender shall either apply such funds to the outstanding principal or, at Lender's option, such funds will be applied to the outstanding principal of the Loan prior to foreclosure. No offset or claim which Borrower may have against Lender shall relieve Borrower from making payments due under the Note or from complying with the covenants and agreements secured by this Security Instrument.

Except as otherwise described in this Section 2, all payments received by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) late charges; (c) amounts due under Section 3. Such payments shall be applied in the order in which it became due. Any remaining amounts shall be applied to the principal of the Loan.

Borrower's delinquent Periodic Payment which includes a prepayment of principal may be applied to the delinquent payment and any amount of such payment is outstanding, Lender may apply any payment received after the due date of such payment, if, and to the extent that, each payment can be applied to the delinquent payment, the payment is applied to the full payment of one or more of the delinquent payments, and any late charges due. Voluntary prepayments shall not be applied to the principal of the Loan.

Proceeds of the sale of the property, or Miscellaneous Proceeds to principal due under the Note, shall be applied to the principal of the Loan, or to the amount, of the Periodic Payments.

Payments received by Lender on the day Periodic Payments are due shall be applied to the principal of the Loan (the "Funds") to provide for payment of amounts due under the Note.

Such Funds shall have priority over this Security Instrument as a condition of the loan, and shall have priority over the following: (a) judgments or ground rents on the property, if any; (b) liens in favor of Lender under Section 5; and (d) Mortgage Insurance.

Payments received by Lender in lieu of the payment of Mortgage Insurance shall be applied to the principal of the Loan of Section 10. These items are called "Escrow Items."

At the time of the closing of the Loan, Lender may require that Community Association Dues be paid by Borrower, and such dues, fees and charges shall be applied to the principal of the Loan.

Borrower shall apply furnish to Lender all notices of amounts to be paid to Lender for the Funds for Escrow Items unless Lender waives such requirement.

Lender may waive Borrower's obligation to pay for all Escrow Items. Lender may waive Borrower's obligation to pay for any such items at any time. Any such waiver may only be made in writing.

Borrower shall pay directly, when and where payable, the amounts

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... is given, Borrower shall satisfy the lien or take one or more actions to satisfy the lien.

... one-time charge for a real estate tax verification and/or other charges in connection with this Loan.

... improvements now existing or hereafter erected on the Property shall be included within the term "extended coverage," and any such coverage shall include coverage for fires, theft, lightning, windstorms, hurricanes and floods, for which Lender requires insurance. The amount of such coverage (including deductible levels) and for the periods that such coverage is required to be maintained shall be chosen by Borrower subject to Lender's approval. Lender's right shall not be exercised unreasonably. Lender may require Borrower to pay, either: (a) a one-time charge for flood zone determination or (b) a one-time charge for flood zone determination and for each time remappings or similar changes occur which require a new certification. Borrower shall also be responsible for the cost of any flood zone determination by Management Agency in connection with the above described changes. Lender may obtain insurance coverage for the Property. Lender is under no obligation to purchase any such coverage shall cover Lender, but might or might not cover the Property, or the contents of the Property, against any risk, and such coverage may be different than was previously in effect. Borrower shall be responsible for the cost of such coverage so obtained might significantly exceed the cost of the amounts disbursed by Lender under this Section 5 shall be payable to the Security Instrument. These amounts shall bear interest and shall be payable, with such interest, upon notice from Lender.

... of such policies shall be subject to Lender's approval. The mortgage clause, and shall name Lender as beneficiary. Borrower shall have the right to hold the policies and renewal receipts and shall give to Lender all receipts of paid premiums and renewal receipts of such coverage, not otherwise required by Lender, and each policy shall include a standard mortgage clause and shall name Lender as loss payee.

... to the insurance carrier and Lender. Lender shall have the right to inspect the Property. Unless Lender and Borrower otherwise agree in writing, the underlying insurance was required by Lender, shall be required to pay for the restoration or repair is economically feasible and during the restoration period, Lender shall have the right to require the opportunity to inspect such Property to ensure the restoration is completed. It is agreed that such inspection shall be undertaken and the restoration in a single payment or in a series of payments. If an agreement is made in writing or Applicable Law requires, Lender shall not be required to pay Borrower any costs of such inspection, public adjusters, or other third parties, retained by Borrower, and shall be the sole obligation of Borrower. If the underlying insurance would be lessened, the insurance coverage shall be maintained, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance is a part of the Security Instrument under Section 2.

If Borrower abandons the Property, Lender may, at its option, file a claim and related matters. If Borrower does not cooperate with Lender in such a claim, and if the insurance carrier has offered to settle a claim, then Lender's right to file a claim will begin when the notice is given. In addition, if Lender is not paid under Section 22 or otherwise, Borrower hereby assigns to Lender all rights to the proceeds in an amount not to exceed the amounts unpaid under (a) the insurance coverage of the Property. Lender may use the insurance proceeds to pay amounts unpaid under the Note or this Security Instrument.

**6. Occupancy.** Borrower shall occupy, as the principal residence, the Property within 60 days after the execution of this Security Instrument. The Property as Borrower's principal residence for at least one year, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld in circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to become a public nuisance, or otherwise cause the Property to be damaged, destroyed or otherwise impaired. Whether or not Borrower is residing in the Property, Borrower shall take all necessary steps in order to prevent the Property from deteriorating or becoming a public nuisance as determined pursuant to Section 5 that repair or restoration of the Property is required. Borrower shall promptly repair the Property if damaged to avoid further damage. If condemnation proceeds are paid in connection with the Property, Borrower shall be responsible for repairing or restoring the Property to its original condition for purposes. Lender may disburse proceeds for the repairs as the work progresses as the progress payments as the work is completed. If the insurance proceeds are insufficient to repair or restore the Property, Borrower is not relieved of its obligation to complete such repair or restoration.

Lender or its agent may make reasonable enquiries upon and inspect the Property for any reasonable cause, Lender may inspect the interior of the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection.

**8. Borrower's Loan Application.** Borrower shall be responsible for the accuracy of the information provided in the loan application process. Borrower or any persons or entities acting as agents for Borrower, at the time of or prior to the loan application process, with knowledge or consent gave materially false, misleading, or incomplete information to Lender, or (or failed to provide Lender with material information), or made any other false or misleading representations include, but are not limited to, representations concerning the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property.** Lender's interest in the Property is a security interest. (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 (c) there is a legal proceeding in bankruptcy, reorganization, liquidation or other proceeding, or enforcement of a lien which may attain priority over this Security Instrument (such as a proceeding in bankruptcy, reorganization or liquidation or enforcement of a lien which may attain priority over this Security Instrument), or (d) Borrower has abandoned the Property, then Lender may take any action that is reasonable or appropriate to protect Lender's interest in the Property, including protecting and/or assessing the value of the Property, and/or taking any action that is reasonable or appropriate to protect Lender's interest in the Property. Lender's actions can include, but are not limited to, (a) taking any action which has priority over this Security Instrument; (b) any action in connection with the Property;

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...the right to offer rights under this Security Instrument, including on the part of the property owner, including the Property includes, but is not limited to, ... replace or board up doors and windows, drain water ... dangerous conditions, and have utilities turned ... this Section 9, Lender does not have to do so and is not ... Lender incurs no liability for not taking any or all ...

...under this Section 9 shall become additional debt of Borrower ... shall bear interest at the Note rate from the date of ... upon notice from Lender to Borrower requesting

...Borrower shall comply with all the provisions of the ... the basehold and the fee title shall not merge unless

...Mortgage Insurance as a condition of making the Loan, ... Mortgage Insurance in effect. If, for any reason, ... to be available from the mortgage insurer that ... required to make separately designated payments ... Borrower shall pay the premiums required to obtain ... Mortgage Insurance previously in effect, at a cost substantially ... previously in effect, from an alternate ... Mortgage Insurance coverage is not ... the amount of the separately designated payments that ... in effect. Lender will accept, use and retain these ... Mortgage Insurance. Such loss reserve shall be ... ultimately paid in full, and Lender shall not be ... loss reserve. Lender can no longer require loss ... amount and for the period that Lender requires) ... available, is obtained, and Lender requires ... Mortgage Insurance. If Lender required Mortgage ... was required to make separately designated ... Borrower shall pay the premiums required to ... a non-refundable loss reserve, until Lender's ... with an written agreement between Borrower and ... required by Applicable Law. Nothing in this ... at the rate provided in the Note.

...Borrower is not a party to the Mortgage ... insurance in force from time to time, and may ... their risk, or reduce losses. These agreements ... mortgage insurer and the other party (or parties) to ... insurer to make payments using any source ... funds obtained from Mortgage

...of the Note, another insurer, any reinsurer, ... receive (directly or indirectly) a amount that ... Borrower's payments for Mortgage Insurance, in ... risk, or reducing losses. If such agreement ... risk in exchange for a share of the ... "captive reinsurance." Further: ... Borrower has agreed to pay for ... agreements will not increase the amount ... not entitle Borrower to any refund.

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(b) Any such agreements will not affect the Borrower's right to receive certain proceeds from Mortgage Insurance under the Homeowners Mortgage Insurance Policy. The Borrower may include the right to receive certain proceeds from Mortgage Insurance, to have the Mortgage Insurance premiums refunded, and to receive a refund of any Mortgage Insurance premiums upon termination.

**11. Assignment of Miscellaneous Proceeds.** All Miscellaneous Proceeds shall be assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to the Property, if the restoration or repair is completed within the period specified in the Mortgage Insurance Policy. During such repair and restoration period, Lender shall have the right to inspect the Property until Lender has had an opportunity to inspect the Property to Lender's satisfaction, provided that such inspection does not unreasonably delay the completion of repairs and restoration in a single diligent effort. If the restoration or repair is not completed, unless an agreement is made in writing between the Borrower and Lender, the Miscellaneous Proceeds, Lender shall not be obligated to pay the Miscellaneous Proceeds. If the restoration or repair is completed, the Miscellaneous Proceeds shall be applied to the Property, whether or not then due, with the excess, if any, to be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value, 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. If the amount of the sums secured by this Security Instrument shall be less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds shall be multiplied by the following fraction: (a) the amount of the sums secured immediately before the partial taking, destruction, or loss in value, divided by (b) the amount of the sums secured immediately before the partial taking, destruction, or loss in value.

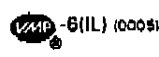
In the event of a partial taking, destruction, or loss in value of the Property, the amount of the sums secured immediately before the partial taking, destruction, or loss in value, the Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if after the expiration of the term of this Security Instrument an Opposing Party (as defined in the next sentence) files a claim against the Property and Borrower fails to respond to Lender within 30 days after the filing of such claim, Lender shall collect and apply the Miscellaneous Proceeds to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. 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.

Borrower shall be in default if any action or proceeding, whether or not brought in Lender's judgment, could result in forfeiture of the Property or any other interest in the Property or rights under this Security Instrument. If such action or proceeding has occurred, reinstate as provided in Section 19. If such action or proceeding is dismissed with a ruling that, in Lender's judgment, poses a substantial risk of impairment of Lender's interest in the Property or rights under this Security Instrument, any award or claim for damages that are attributable to the impairment of Lender's interest are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to the sums secured by this Security Instrument shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance.** Borrower's obligation to make the payments and payment or modification of amortization of the sums secured by this Security Instrument shall not be



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... shall not operate to release the liability of Borrower ... shall not be required to commence proceedings against ... or to extend time for payment or otherwise modify ... Security Instrument by reason of any demand made by the original ... Borrower. Any forbearance by Lender in exercising any right or ... acceptance of payments from third persons, entities or ... than the amount then due, shall not be a waiver of or

**Joint and Several Obligations; Successors and Assigns Bound.** Borrower covenants ... shall be joint and several. However, any Borrower who ... execute the Note (a "co-signer"): (a) is co-signing this ... convey the co-signer's interest in the Property under the ... obligated to pay the sums secured by this Security ... Borrower can agree to extend, modify, forbear or ... of this Security Instrument or the Note without the

... Successor in Interest of Borrower who assumes ... and is approved by Lender, shall obtain ... Security Instrument. Borrower shall not be released from ... Security Instrument unless Lender agrees to such release in ... Security Instrument shall bind (except as provided in ... Lender.

... fees for services performed in connection with ... Lender's interest in the Property and rights under this ... attorneys' fees, property inspection and valuation fees. ... this Security Instrument to charge a specific ... on the charging of such fee. Lender may not charge ... or by Applicable Law.

... charges, and that law is finally interpreted so ... collected in connection with the Loan exceed the ... reduced by the amount necessary to reduce the ... collected from Borrower which exceeded permitted ... to make this refund by reducing the principal ... to Borrower. If a refund reduces principal, the ... without any prepayment charge (whether or not a ... Borrower's acceptance of any such refund made by ... any right of action Borrower might have arising out

... in connection with this Security Instrument ... with this Security Instrument shall be deemed to ... or when actually delivered to Borrower's ... shall constitute notice to all Borrowers ... This notice address shall be the Property Address ... by notice to Lender. Borrower shall promptly ... specifies a procedure for reporting Borrower's ... address through that specified procedure. ... this Security Instrument at any one time. Any ... by first class mail to Lender's address ... by notice to Borrower. Any notice in ... deemed to have been given to Lender until actually ... Security Instrument is also required under Applicable ... corresponding requirement under this Security

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**16. Governing Law; Severability;** This Security Instrument is governed by federal law and the law of the State of California. The obligations contained in this Security Instrument shall be construed under Applicable Law. Applicable Law might explicitly or implicitly conflict with the law of another jurisdiction. If Applicable Law might be silent, but such silence shall not be construed as the event that any provision or clause of this Security Instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument which shall have given effect without the conflicting provision.

As used in this Security Instrument: (a) singular words include the plural and vice versa; and (c) the word "shall" means "must" and "will" means "may". No action shall be taken by any party under this Security Instrument unless the party is duly authorized to do so.

**17. Borrower's Copy.** Borrower shall be given a copy of this Security Instrument.

**18. Transfer of the Property or a Part of the Property.** "Interest in the Property" means any legal or equitable interest in the Property, including, but not limited to, those beneficial interests transferred in a deed, trust agreement, or escrow agreement, the intent of which is to transfer an interest in the Property to the Borrower.

If all or any part of the Property or any interest therein is not a natural person and a beneficial interest in the Property is transferred, Lender may require immediate notice in writing from the transferee. However, this option shall not be exercised if the transferee is a natural person. This option shall not be exercised if the transferee is a natural person. This option shall not be exercised if the transferee is a natural person.

If Lender exercises this option, Lender shall give the transferee a period of not less than 30 days to cure the default within which Borrower must pay all sums due under this Security Instrument prior to the expiration of this period. If the transferee does not cure the default within this period, Lender may exercise its rights under this Security Instrument without further notice or demand.

**19. Borrower's Right to Reinstate Acceleration.** Borrower shall have the right to have enforcement of this Security Instrument prior to the earliest of: (a) five days before sale of the Property; (b) such other period as Applicable Law may require; or (c) entry of a judgment enforcing this Security Instrument against Borrower: (a) pays Lender all sums which then are due under this Security Instrument as if no acceleration had occurred; (b) cures any default under this Security Instrument; (c) pays all sums due under this Security Instrument, including fees, property inspection and valuation fees, and other expenses incurred in enforcing this Security Instrument; and (d) provides a written instrument, reasonably require to assure that Lender's interest in the Property under this Security Instrument, and Borrower's obligation to pay the sums due under this Security Instrument, shall remain unchanged unless as otherwise provided under Applicable Law. Such reinstatement sums and expenses in one or more of the following forms: (a) cash; (b) money order; (c) certified check, bank check, or check payable to the order of the Lender or its agent, such check is drawn upon an institution whose deposits are insured by a federal or state agency; or (d) Electronic Funds Transfer. Upon reinstatement, all obligations secured hereby shall remain fully effective and enforceable. This right to reinstate shall not apply in the case of acceleration of this Security Instrument.

**20. Sale of Note; Change of Loan Servicer; Notice of Assignment.** The Note (together with this Security Instrument) can be sold or assigned to a third party. Borrower. A sale might result in a change in the entity that will collect the periodic payments due under the Note and this Security Instrument. If there is a change of the Loan Servicer, this Security Instrument will be assigned to the new Loan Servicer. If there is one or more changes of the Loan Servicer unrelated to the sale or assignment of the Note, Borrower will be given written notice of the change of the Loan Servicer. If there is a change of the Loan Servicer, Borrower will be given written notice of the change of the Loan Servicer, the address to which payments should be made, and the date when payments should be made.

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...the transfer of servicing. If the Note is sold and thereafter the Loan is  
 ...of the Note, the mortgage loan servicing obligations  
 ...transferred to a successor Loan Servicer and are not  
 ...provided by the Note purchaser.  
 ...or be joined to any judicial action (as either an  
 ...from the other party's actions pursuant to this  
 ...party has breached any provision of, or any duty owed by  
 ...Lender has notified the other party (with such  
 ...of Section 15) of such alleged breach and afforded the  
 ...of such notice to take corrective action. If  
 ...before certain action can be taken, that time  
 ...of this paragraph. The notice of acceleration and  
 ...and the notice of acceleration given to  
 ...the notice and opportunity to take corrective  
 ...

...Section 21: (a) "Hazardous Substances" are those  
 ...by Environmental Law and the  
 ...toxic petroleum products, toxic pesticides  
 ...and radioactive materials;  
 ...where the Property is located that  
 ..."Environmental Cleanup" includes any response  
 ...Environmental Law; and (d) an "Environmental  
 ...or otherwise trigger an Environmental

...disposal, storage, or release of any Hazardous  
 ...on or in the Property. Borrower shall not do,  
 ...that is in violation of any Environmental  
 ...which, due to the presence, use, or release of a  
 ...the value of the Property. The preceding  
 ...of small quantities of  
 ...to normal residential uses and to  
 ...in consumer products).  
 ...any investigation, claim, demand, lawsuit  
 ...private party involving the Property and any  
 ...Borrower has actual knowledge, (b) any  
 ...spilling, leaking, discharge, release or threat of  
 ...caused by the presence, use or release of a  
 ...the Property. If Borrower learns, or is notified  
 ...party, that any removal or other remediation  
 ...Borrower shall promptly take all necessary  
 ...herein shall create any obligation on

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NON-UNIFORM COVENANTS. Borrower shall be bound by the terms of the following covenants:

**22. Acceleration; Remedies.** Lender shall have the right to accelerate the maturity of the debt and to exercise its remedies in the event of Borrower's breach of any covenant or agreement contained in this Security Instrument. Subject to the provisions of Section 18, Lender shall have the right to: (a) accelerate the debt and to exercise its remedies under Section 18 unless Applicable Law otherwise provides; (b) the action required to cure the default of Borrower, by which the default is cured, and (c) if the default is not cured on or before the date specified in the notice of acceleration, foreclosure by judicial process. Lender shall be entitled to proceed with foreclosure proceeding the non-existence of a default or any other defense to foreclosure. If the default is not cured on or before the date specified in the notice of acceleration, Lender may require immediate payment in full of all sums secured by this Security Instrument by judicial process and may foreclose this Security Instrument by judicial process. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including, but not limited to, reasonable attorneys' fees and costs of title examination.

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

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

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I, the undersigned, Borrower and Lender, agree to the terms and covenants contained in this document and hereby certify that the same are true and correct and recorded with it.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Manuel J Patla (Seal)  
MANUEL J PATLA -Borrower

Kimberly R Patla (Seal)  
KIMBERLY R PATLA -Borrower

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

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

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

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STATE OF ILLINOIS, Cook

County

I, David C. Kroll, a Notary Public in and for said state do hereby certify that MANUEL J PATLA, KIMBERLY R PATLA

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she/they signed and delivered the 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 03rd day of June, 2003

My Commission Expires 3-25-06

David C. Kroll  
Notary Public



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Commitment Number: 03-01824

## SCHEDULE C

### PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

*LOT 337 IN PLAYFIELD, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS*

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