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Return To: U.S. BANK N.A.
221 W CHERRY
NEVADA MO 64772



0326304121

Doc#: 0326304121
Eugene "Gene" Moore Fee: \$64.00
Cook County Recorder of Deeds
Date: 09/22/2003 09:26 AM Pg: 1 of 21

Prepared By: CATHY WINKLE
U.S. BANK N.A.
2300 WALL STREET
CINCINNATI, OH 45212

[Space Above This Line For Recording Data]

LOAN:# 7892190249

MORTGAGE

1st AMERICAN TITLE order #

591323
12

21
CE

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 21, 2003** together with all Riders to this document.

(B) "Borrower" is **WILLIAM F ZEITLER AND FLORENCE B ZEITLER , HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **U.S. BANK N.A.**

Lender is a **NATIONAL ASSOCIATION** organized and existing under the laws of **THE UNITED STATES OF AMERICA**

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

Form 3014 1/01

VMP -5(IL) (0010)

Page 1 of 15

Initials: WZ FB

VMP MORTGAGE FORMS - (800)521-7291



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222

Initials: 77

under RESPA.
 "federally related mortgage loan" even if the Loan does not qualify as a "fe
 Security Instrument, "RESPA" refers to all requirements and restrictions tha
 or any additional or successor legislation or regulation that governs the same
 implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might b
 (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.
 (N) "Periodic Payment" means the regularly scheduled amount due for (i) p
 pal and interest under the

the Loan.
 (M) "Mortgage Insurance" means insurance protecting Lender against the
 condition of the Property.
 (L) "Miscellaneous Proceeds" means any compensation, settlement, award of
 any third party (other than insurance proceeds paid under the coverages de
 damage to, or destruction of, the Property; (ii) condemnation or other taking of
 (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or om
 ne as to, the value and/or
 any part of the Property;
 (K) "Escrow Items" means those items that are described in Section 3.
 transactions, transfers initiated by telephone, wire transfers, and automated clear
 account. Such term includes, but is not limited to, point-of-sale transfe
 computer, or magnetic tape so as to order, instruct, or authorize a financial in
 draft, or similar paper instrument, which is initiated through an electronic te
 (J) "Electronic Funds Transfer" means any transfer of funds, other than a tr
 association or similar organization.

charges that are imposed on Borrower or the Property by a condomini
 (I) "Community Association Dues, Fees, and Assessments" means all due
 s; assessments and other
 association, homeowners
 use transfers.
 (H) "Applicable Law" means all controlling applicable federal, state an
 ordinances and administrative rules and orders (that have the effect of law)
 non-appealable judicial opinions.
 (G) "Riders" means all Riders to this Security Instrument that are executed
 due under the Note, and all sums due under this Security Instrument, plus intere
 (F) "Loan" means the debt evidenced by the Note, plus interest, any prepaym
 Property.
 (E) "Property" means the property that is described below under the headi
 Payments and to pay the debt in full not later than SEPTEMBER 1, 2010

(U.S. \$ 223,000.00) plus interest. Borrower has promised to pa
 Dollars
 The Note states that Borrower owes Lender TWO HUNDRED TWENTY THR
 NO/100
 (D) "Note" means the promissory note signed by Borrower and dated AUGUS
 Lender is the mortgagee under this Security Instrument.

Transfer of Rights in the
 charges and late charges
 Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other
- Second
- 1-4 F
- Home Rider
- Equity Rider

1,2003 THOUSAND AND
 s debt in regular Periodic
 SEPTEMBER 1, 2010
 (F) "Property" means the property that is described below under the headi
 Property.
 (F) "Loan" means the debt evidenced by the Note, plus interest, any prepaym
 due under the Note, and all sums due under this Security Instrument, plus intere
 (G) "Riders" means all Riders to this Security Instrument that are executed
 Riders are to be executed by Borrower [check box as applicable]:

Lender's address is 4801 FREDERICA STREET, OWENSBORO, KY 4

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(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.

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

PUBLIC RECORDS

[Type of Recording Jurisdiction]

of **COOK COUNTY**

[Name of Recording Jurisdiction]:

PARCEL 1: LOT 13-1 IN GREENWOOD PLACE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1997 AS DOCUMENT NUMBER 97-772456.

PARCEL 2: NON-EXCLUSIVE EASEMENT APPURTENANT FOR INGRESS, EGRESS AND DRIVEWAY FOR THE BENEFIT OF PARCEL 1 OVER COMMON AREAS AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT NUMBER 98-499263.

Parcel ID Number: **03-18-117-103-0000**
2702 NORTH GREENWOOD AVE
ARLINGTON HEIGHTS
 ("Property Address"):

which currently has the address of
 [Street]
 [City], Illinois **60004** [Zip Code]

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.

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 debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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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 and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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BZ

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

5. Property Insurance. Borrower shall keep the improvements now existing 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 insurance shall be maintained in the amounts (including deductible levels) and requires. What Lender requires pursuant to the preceding sentences can change. The insurance carrier providing the insurance shall be chosen by Borrower. Borrower to pay, in connection with this Loan, either: (a) a one-time charge for certification and tracking services; or (b) a one-time charge for flood zone determination and certification, which reasonably might affect such determination or certification. Borrower shall also be responsible imposed by the Federal Emergency Management Agency in connection with the determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover the Property and might provide greater or lesser coverage than was previously acknowledged that the cost of the insurance coverage so obtained might significantly exceed the cost of under this Section 5 shall bear interest at upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies right to disapprove such policies, shall include a standard mortgage clause, mortgagee and/or as an additional loss payee. Lender shall have the right to have certificates. If Lender requires, Borrower shall promptly give to Lender all renewal notices. If Borrower obtains any form of insurance coverage, not other damage to, or destruction of, the Property, such policy shall include a standard name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and writing, any insurance proceeds, whether or not the underlying insurance was applied to restoration or repair of the Property, if the restoration or repair is not lessened. During such repair and restoration period, Lender's security is not lessened. Lender has had an opportunity to inspect such hold such insurance proceeds until Lender has had an opportunity to inspect such Lender may disburse proceeds for the repairs and restoration in a single payment as the work is completed. Unless an agreement is made in writing, interest to be paid on such insurance proceeds. Lender shall not be required to pay earnings on such proceeds. Fees for public adjusters, or other third parties, retained out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible and the insurance proceeds are not economically feasible or Lender's security would be lessened by repair is not economically feasible or Lender's security would be lessened shall be applied to the sums secured by this Security Instrument, whether

and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and writing, any insurance proceeds, whether or not the underlying insurance was applied to restoration or repair of the Property, if the restoration or repair is not economically feasible and Lender has had an opportunity to inspect such Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to inspect such Lender may disburse proceeds for the repairs and restoration in a series of progress payments as the work is completed. Unless an agreement is made in writing, interest to be paid on such insurance proceeds. Lender shall not be required to pay earnings on such proceeds. Fees for public adjusters, or other third parties, retained out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible and the insurance proceeds are not economically feasible or Lender's security would be lessened by repair is not economically feasible or Lender's security would be lessened shall be applied to the sums secured by this Security Instrument, whether

take one or more of the notification and/or reporting

hereafter erected on the coverage," and any other requires insurance. This the periods that Lender ing the term of the Loan. ect to Lender's right to y. Lender may require flood zone determination, which reasonably might the payment of any fees view of any flood zone

may obtain insurance ation to purchase any , but might or might not , against any risk, hazard y in effect. Borrower indly exceed the cost of under this Section 5 shall upon notice from Lender to Borrower requesting payment.

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excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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attorneys' fees to protect his interest in the Property and/or rights under this Sec
secured position in a bankruptcy proceeding. Securing the Property includes, but
eliminate building or other code violations or dangerous conditions, and ha
Although Lender may take action under this Section 9, Lender does not have t
duty or obligation to do so. It is agreed that Lender incurs no liability for
authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become
secured by this Security Instrument. These amounts shall bear interest at the
disbursement and shall be payable, with such interest, upon notice from Le
payment.

If this Security Instrument is on a leasehold, Borrower shall comply with:
If Borrower acquires fee title to the Property, the leasehold and the fee title sh
agree to the merger in writing.

10 Mortgage Insurance. If Lender required Mortgage Insurance as a co
Borrower shall pay the premiums required to maintain the Mortgage Insurance
the Mortgage Insurance coverage required by Lender ceases to be available fr
previously provided such insurance and Borrower was required to make sep
toward the premiums of Mortgage Insurance, Borrower shall pay the premium
substantially equivalent to the Mortgage Insurance previously in effect, at a co
the cost to Borrower of the Mortgage Insurance previously in effect, from a
selected by Lender. If substantially equivalent Mortgage Insurance coverage is
continue to pay to Lender the amount of the separately designated payments that
coverage ceased to be in effect, Lender will accept, use and retain these paym
reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable,
the Loan is ultimately paid in full, and Lender shall not be required to pay Borr
on such loss reserve. Lender can no longer require loss reserve payments if Mo
the amount and for the period that Lender requires separately designated payments toward
available, is obtained, and Lender requires separately designated payments toward
Insurance. If Lender required Mortgage Insurance as a condition of making
required to make separately designated payments toward the premiums for M
shall pay the premiums required to maintain Mortgage Insurance in effect, or to l
reserve, until Lender's requirement for Mortgage Insurance ends in accordance
between Borrower and Lender providing for such termination or until terminati
Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at th
Mortgage Insurance Lender (or any entity that purchases the N
incur if Borrower does not repay the Loan as agreed. Borrower is not a party to t
Mortgage insurers evaluate their total risk on all such insurance in force
enter into agreements with other parties that share or modify their risk, or reduc
on terms and conditions that are satisfactory to the mortgage insurer and the oth
agreements. These agreements may require the mortgage insurer to make paymen
that the mortgage insurer may have available (which may include funds obtain
premiums).

As a result of these agreements, Lender, any purchaser of the Note, another
other entity, or any affiliate of any of the foregoing, may receive (directly or in
from (or might be characterized as) a portion of Borrower's payments for Mor
affiliate of Lender takes a share of the insurer's risk, or reducing losses. If suc
insurer, the arrangement is often termed "captive reinsurance." Further:
(a) Any such agreements will not affect the amounts that Borrow
Mortgage Insurance, or any other terms of the Loan. Such agreements w
Borrower will owe for Mortgage Insurance, and they will not entitle Borrowe
(b) Any such agreements will not affect the rights Borrower has - if
Mortgage Insurance under the Homeowners Protection Act of 1998 or any o
include the right to receive certain disclosures, to request and obtain can

Instrument, including its
of limited to, entering the
drain water from pipes,
titles turned on or off,
so and is not under any
taking any or all actions
tional debt of Borrower
te rate from the date of
to Borrower requesting
provisions of the lease:
not merge unless Lender

ion of making the Loan,
effect. If, for any reason,
the mortgage insurer that
ly designated payments
substantially equivalent to
the Mortgage Insurance previously in effect, at a co
selected by Lender. If substantially equivalent Mortgage Insurance coverage is
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the amount and for the period that Lender requires separately designated payments toward
available, is obtained, and Lender requires separately designated payments toward
Insurance. If Lender required Mortgage Insurance as a condition of making
required to make separately designated payments toward the premiums for M
shall pay the premiums required to maintain Mortgage Insurance in effect, or to l
reserve, until Lender's requirement for Mortgage Insurance ends in accordance
between Borrower and Lender providing for such termination or until terminati
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incur if Borrower does not repay the Loan as agreed. Borrower is not a party to t
Mortgage insurers evaluate their total risk on all such insurance in force
enter into agreements with other parties that share or modify their risk, or reduc
on terms and conditions that are satisfactory to the mortgage insurer and the oth
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that the mortgage insurer may have available (which may include funds obtain
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other entity, or any affiliate of any of the foregoing, may receive (directly or in
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it increase the amount
has agreed to pay for

sure, any reinsurer, any
(ly) amounts that derive
Insurance in exchange
reement provides that an
ie premiums paid to the

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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.

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced 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 any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

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

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

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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 spilling, 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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Initials: *LL*

not affect other provisions of this Security Instrument or the Note which ca
 As used in this Security Instrument: (a) words of the masculine ge
 corresponding neuter words or words of the feminine gender; (b) words in
 include the plural and vice versa; and (c) the word "may" gives sole discretion
 any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and
 "Interest in the Property" means any legal or beneficial interest in the Property
 those beneficial interests transferred in a bond for deed, contract for deed, instal
 agreement, the intent of which is the transfer of title by Borrower at a future date
 If all or any part of the Property or any Interest in the Property is sold or
 not a natural person and a beneficial interest in Borrower is sold or transferred)
 consent, Lender may require immediate payment in full of all sums secured
 However, this option shall not be exercised by Lender if such exercise is prohibi
 If Lender exercises this option, Lender shall give Borrower notice of
 provide a period of not less than 30 days from the date the notice is given in
 within which Borrower must pay all sums secured by this Security Instrument.
 sums prior to the expiration of this period, Lender may invoke any remedy
 Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrow
 needs certain conditions,
 continued at any time prior
 this Security Instrument;
 ver's right to reinstate; or
 that Borrower: (a) pays
 Note as if no acceleration
 all expenses incurred in
 attorneys' fees, property
 Lender's interest in the
 Lender may reasonably
 Security Instrument, and
 continue unchanged unless
 such reinstatement sums
 (c) money order; (c)
 check is drawn upon an
 institution whose deposits are insured by a federal agency, instrumentally or e
 Transfer. Upon reinstatement by Borrower, this Security Instrument and obl
 remain fully effective as if no acceleration had occurred. However, this right to
 case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The L
 Note (together with this Security Instrument) can be sold one or more times will
 A sale might result in a change in the entity (known as the "Loan Servicer"), th
 due under the Note and this Security Instrument and performs other mortga
 under the Note, this Security Instrument, and Applicable Law. There also might
 the Loan Servicer unrelated to a sale of the Note. If there is a change of the Lo
 given written notice of the change which will state the name and address of
 address to which payments should be made and any other information RESPA

or a partial interest in the
 prior notice to Borrower.
 affects Periodic Payments
 can servicing obligations
 one or more changes of
 er, Borrower will be
 new Loan Servicer, the
 res in connection with a

shall mean and include
 singular shall mean and
 any obligation to take
 is Security Instrument.
 used in this Section 18,
 including, but not limited to,
 it sales contract or escrow
 purchaser.
 referred (or if Borrower is
 out Lender's prior written
 this Security Instrument.
 by Applicable Law.
 eration. The notice shall
 accordance with Section 15
 orrower fails to pay these
 sums prior to the expiration
 Instrument without further
 demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrow
 needs certain conditions,
 continued at any time prior
 this Security Instrument;
 ver's right to reinstate; or
 that Borrower: (a) pays
 Note as if no acceleration
 all expenses incurred in
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 Security Instrument, and
 continue unchanged unless
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 check is drawn upon an
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 the Loan Servicer unrelated to a sale of the Note. If there is a change of the Lo
 given written notice of the change which will state the name and address of
 address to which payments should be made and any other information RESPA

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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:

_____ *William F. Zeitler* (Seal)
 WILLIAM F ZEITLER -Borrower

_____ *Florence B. Zeitler* (Seal)
 FLORENCE B ZEITLER -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

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MP-6(1L) (0010)

Initials: *[Handwritten initials]*

25. Placement of Collateral Protection Insurance. Unless Borrower provides evidence of the insurance coverage required by Borrower's agreement with Lender, Lender's expense to protect Lender's interests in Borrower's collateral. This Borrower's interests. The coverage that Lender purchases may not pay an 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 insurance as required by Borrower's and Lender's agreement. Lender's collateral, Borrower will be responsible for the costs of that insurance, including charges Lender may impose in connection with the placement of the insurance. The effective date of the insurance may be more than the cost of insurance 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.

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, Borrower shall pay any recordation costs. Lender may releasing this Security Instrument, but only if the fee is paid to a third party charging of the fee is permitted under Applicable Law.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under Section 18 unless Applicable Law provides otherwise. The notice shall be given to Borrower, by which the default must be cured, and the notice is given to Borrower, by which the default must be cured, and 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 further inform Borrower of the right to reinstate after acceleration and foreclosure proceeding the non-existence of a default or any other defense and foreclosure. If the default is not cured on or before the date specified option may require immediate payment in full of all sums secured by this Security Instrument and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided for but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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STATE OF ILLINOIS,
I, THE UNDERSIGNED

mtf

County ss:

, a Notary Public in and for said county and

state do hereby certify that

WILLIAM F ZEITLER AND FLORENCE B ZEITLER , HUSBAND AND WIFE

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

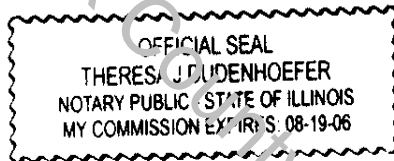
Given under my hand and official seal, this 21ST day of AUGUST 2003 .

My Commission Expires:

8/19/06

Theresa J. Dudenhofer

Notary Public



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LOAN: 7892190249

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **21ST** day of **AUGUST** **2003**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **U.S. BANK N.A.**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **2702 NORTH GREENWOOD AVE, ARLINGTON HEIGHTS, ILLINOIS 60004**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as **GREENWOOD PLACE**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

Page 1 of 3

Initials: *WZ FBZ*

VMP -7R (0008)

VMP MORTGAGE FORMS - (800)521-7291

Form 3150 1/01



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

 (Seal) *William F. Zeitle* (Seal)
 -Borrower -Borrower

 (Seal) *Florence B. Zeitle* (Seal)
 -Borrower -Borrower

 (Seal) _____ (Seal)
 -Borrower -Borrower

 (Seal) _____ (Seal)
 -Borrower -Borrower

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LOAN: 7892190249

**BALLOON RIDER
(CONDITIONAL RIGHT TO REFINANCE)**

THIS BALLOON RIDER is made this **21ST** day of **AUGUST** **2003**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **U. S. BANK N.A.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **2702 NORTH GREENWOOD AVE, ARLINGTON HEIGHTS, ILLINOIS 60004**

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **SEPTEMBER 1, 2033** (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (a) I must still be the owner and occupant of the property subject to

MULTISTATE BALLOON RIDER (Refinance) - Single Family - Freddie Mac UNIFORM INSTRUMENT

 876R (0008)

Form 3191 1/01

Page 1 of 3

Initials: *W. Z. FB2*

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required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

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

_____ (Seal) *William F. Zeitler* (Seal)
 -Borrower WILLIAM F ZEITLER -Borrower

_____ (Seal) *Florence B Zeitler* (Seal)
 -Borrower FLORENCE B ZEITLER -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

[Sign Original Only]

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