

Doc#: 0330142208

Eugene "Gene" Moore Fee: \$102.00

Cook County Recorder of Deeds Date: 10/28/2003 12:51 PM Pg: 1 of 16

After Recording Return To: MORTGAGE EXPRESS, INC. 801 N. Cass Ave. Suite 300 Westmont, IL 60559

Prepared By: & 1 MARIELLYN REGAN

OAN NO.: 02022842

MORTGAGE

DEFINITIONS

Words used in mustiple sections of this document are defined below and otherw ords 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

(A) "Security Instrumen." means this document, which is dated together with all Riders to this docur lent.

JUNE 27, 2003

(B) "Borrower" is

MARYBELL RAMIREZ, A SINCLF WOMAN

Borroweri's the mortgagor under this Security Instrument.

(C) "Lender" is MORTGAGE EXPRESS, II C.

Lender is a CORPORATION

organized and existing under the laws of

THE STATE OF ILLINOIS Lender's address is 801 N. Cass Ave. Suite 300

Westmont, IL 60559

Lender is the mortgagee undert his Security Instrument.

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

JUNE 27, 2003

The Note states that Borrower owes Lender

SEVENTY-THREE THOUSAND FIVE HUNDRED AND @/100

) plus interest. Borrower has pron 1500 to pay this debt in regular 73,500.00 Dollars(U.S. \$

JULY 1, 2°18

Periodic Payments and to pay the debt in full not latert han (E) "Property" means the property that is described eelow under theh eading "1 ansfer of Rights in the

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

ILLINOIS - Single Family -F annie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

LaserF orms Inc. (800)4 46-3555 LFI# FNMA3014 1/01 (A)

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(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
Adjustable Rate Rider X Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider 1-4 Family Rider Biweekly Payment Rider V.A. Rider X Other(s) [specify] LEGAL DESCRIPTION
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions. (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association
ors imilaro rganization. (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, craft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine there store transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) Escrow Items" means those items that are described in Section 5. (L) "Mi ch meous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other han insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lim of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
condition of the Proper'y. (M) "Mortgage Insu. ar 'e" means insurance protecting Lender against the nonpayment of, ord efault on, the
Loan. (N) "Periodic Payment" mer as the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument. (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C.§2601 et seq.) and its implementing regulation, Regulation > (22 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation of regulation that governst he same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the I oan does not qualify as a "federally related mortgage loan"
under RESPA. (B) "Spaces in Interest of Borrower" means any party that has taken title to the Property, whether or not
that party has assumed borrower's configurations under the configuration of the configuration
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TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY [Type of Recording Jurisdiction] of

COOK [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED

PIN# 18 13-, 03-0411-006

which currently has the address of

6024 S. ARCHER RD UNIT #6

SUMMIT

, Illinois

60501 [Zip Code] ("Property Address"):

TOGETHER WITH all the imp ovements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or bereafter a part oft he 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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and hast he 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 thet itle to the Propertya gainst all claims and demands, subject to any encumbrances of 'ecc rd'

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited ariations by jurisdiction to constitute , uniform security instrument covering eal property.

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UNIFORM COVENANTS. Borrower and Lenderc ovenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when duet he 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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument isr eturned to Lender unpaid, Lender may require that any or all subsequent paymentsd ue under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or(d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring theL oan current, without waiver of any rights hereundero r prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled dued ate, then Lender need not pay interest onu napplied runds. Lender may hold such unapplied funds until Borrower makesp ayment to bring the Loan current. If dorrower does not do so within a reasonable period of time, Lender shall either apply such funds or return tlem o Borrower. Ifn ot applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future: 50 int Lender shall relieveB orrower from making payments due under the Notea nd this Security Instrume, to performing the covenants and agreements secured by this Security Instrument.

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

If Lenderr eceives a payme at fro 1 Borrowerf or a delinquent Periodic Payment which includes a sufficient amount to pay any late charge 'ue the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is cutstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payment, in and to the extent that, each payment can be paid in full. To the extent that any excess exists after the avenent is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to 1 ender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Fur ds") to provide for payment of amountsd ue for: (a) taxes and a ssessments and other items which can attain priority over this Security Instrument as allien or encumbrance on the Property; (b) leasehold paymentso r ground ontso n the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and d) Mortgage Insurance premiums, if any, or any sums payable by Borrower tol. ender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "dscrew Items." At origination or at any time during the term of the Loan, Lender may requiret hat Conmunity Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be pail under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's or gar on to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Fundsh as been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lenderm ay require. Borrower's obligation to make such ayments and to \$180

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provide receipts shall for all purposes be deemed to be a covenant and agreement contained in thisS ecurity 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 failst o 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 Fundsa t 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 thet ime specified under RESPA. Lender shall not charge Borrowerf or holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Fundsa nd Applicable Law permits Lender to makes uch ac harge. Unless an agreement is madei n writingo r ApplicableL aw equires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lenderc an agree in writing, however, that interest shall be paid on the unds. Lender shall give to Borrower, without charge, an annual accounting of theF unds as required by R aSFA.

There is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the successf unds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RI S2., Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage ina ccordance with RESPA, but in nom ore 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 'ull of all sums secured by this Security Instrument, Lender shall promptly refund to

Borrowera ny Funds held by Lender.

4. Charges; Liens. Borro ver shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attan 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, Borrover hall pay them in the manner provided in Section 3.

Borrower shall promptly discharge 2 v tien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the pay a nr 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 proce dings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are perding, but only until such proceedings are concluded; or (c) secures from the holder of the lien and greement arisfactory o Lender subordinating the lien tot his Security Instrument. If Lender determinest hat any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give 50 to ver a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower should tisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a cal estate tax verification and/or reporting

service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "executed coverage," and any other hazards including, but not limited to, earthquakes and floods, for whichL ender requires insurance. This insurance shall be maintained in thea mounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change du n g the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender: (2) require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) ao ne-time chargef or flood zone determination and certification services and \$180

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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination orc ertification. Borrowers hall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lenderm ay obtain insurance coverage, at 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 Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contentso f the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrowers ecured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting navment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If ender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as r orts agee and/ora s an additional loss payee.

In one event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make most of loss if not made promptly by Borrower. Unless Lender and Borrower otherwisea gree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to rysto ition or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lenderh as had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or ApplicableL aw requires interest to be paid on such in grance proceeds. Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for ublic adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or epair is not economically feasible or Lender's activity would be lessened, the insurance proceeds shall be applied to the sums secured by this Security! In try or at, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided fori n Section 2.

If Borrower abandons the Property, Lenderm by hile, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to an oticef rom Lender that the insurance carrier has offered to settle a claim, then Lender may be gotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or it lender acquires the Property under Section 220 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid undert he Note ort his Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premium profit by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the overage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid undert he Note ort his Security Instrument, whether orn of 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 dateo foccupianty unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Orrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit was e on the Property. Whether or not Borrower is residing in the Property, Borrowers hall maintain the Property in rader to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined ransuant to £18C

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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 thet aking of, the Property, Borrower shall be responsible for repairing or restoring the Property only ifL enderh as 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 restoret heP roperty, 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 thed irection of Borrower or with Borrower's knowledgeo r 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 efforement of a lien which may attain priority over this Security Instrument or to enforce laws or regain nots), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is real orable 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 an include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dragerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Le der 'oes not have to do so and is not under any duty or obligation to do so. It is agreed that Lenderi neurs no liability forn ot taking any orall actions authorized undert his Section 9.

Any amounts disbursed by Lenger inder this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These and shall be payable, with such interest up or notice from Lendert o Borrower requesting payment.

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

10. MortgageI nsurance. If Lender required a sagar Insurance as a condition of makingt he Loan, Borrowers hall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender cea es to be available from the mortgage insurer that previously provided such insurance and Borrower was erained to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pa the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount oft he separately designated payments that vere dry when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a con-refundable lossr eserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwins, ading the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earningso n such loss reserve. Lender can nol onger require loss reserve payments if Mortgage Lis rance coverage (in the amount and for thep eriod that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the pren iums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and son ower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borr wer shalls 18C

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pay the premiums required tom aintain Mortgage Insurance ine ffect, or to provide an on-refundablel oss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrowerd oes not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreementsw ith other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that ares atisfactoryt o them ortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

Any such agreements will not affect the rights Borrower has - if any - with respect to the McA226e Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include he right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignm no f Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to londer.

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

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

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

(a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fairm arket value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less han the amount of the sums secured immediately before thep artial taking, destruction, or loss in value, unless Bor ower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this £18C

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Security Instrument whether orn of the sums are then due.

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

Borrower shall be in default if anya ction or proceeding, whether civil or criminal, is begunt hat, in Lender's judgment, could result in forfeiture of the Property oro ther material impairment of Lender's interest in the Property orr ights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in he orderp rovided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension oft he time forp ayment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Porrower or any Successori n Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successe, in Interest of Borrower or to refuse to extend time forp ayment or otherwise modify amortization of the sums see red by this Security Instrument by reason of any demand made by the original Borrower or any Successors in any est 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 Borrowero r in ar counts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Se er? Lability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's c'rigations and liabilitys hall be joint and several. However, anyB orrower who co-signs this Security Instrume at bu does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, trant and convey the co-signer's interest in the Property under the terms oft his Security Instrument; (b) is not per onally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any sare. Borrower can agree to extend, modify, forbear or make any accommodations with egard to the term, of this Security Instrument or the Notew ithout the co-signer's

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 covenantsa nd agreements of thisS ecurity instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fee for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest int he 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 ofe xpress authority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of sucl. fee. I ender may not charge fees that are expressly prohibited by this Security Instrument orb y Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that lave is finally interpreted so that the interest oro thert oan charges collected ort o be collected in connection with the Loun exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to eouse the charge to the permitted limit; and (b) any sumsa lready collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal o ved under the Note or by making a direct payment to Borrower. If a refund reducesp rincipal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is previded for unders 180

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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 ofa ddress through that specified procedure. There may be only one designated notice address undert his Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first classm ail 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 thee vent that any provinor or clause off his Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Notew hich can begiven effect without the conflicting provision.

As used in his Security Instrument: (a) words of the masculine gender shall mean and include corresponding lever words or words of the feminine gender; (b)w ords in the singular shall mean and include the plural and view ersa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property of any Interest in the Property is sold ort ransferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate pryment in full of all sums secured by his Security Instrument. However, this option shall not be exercised by Lender's function of the Property is sold ort ransferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold ort ransferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold ort ransferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold ort ransferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred (ori f Borrower is not a natural person and a beneficial interest in Borrower is not a natural person and a beneficial interest in Borrower is not a natural person and a beneficial interest in Borrower is not a natural person and a beneficial interest in Borrower is not a natural person and a beneficial interest in Borrower is not a natural person and a beneficial interest in Borrower is not a natural person and a natural person an

If Lender exercises this option, Lender slall give Borrower notice of acceleration. The notice shall provide ap eriod of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender nay invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. 'A Perrower meets certain conditions, Borrower shall havet he right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Security Instrument; (b) such other period as Applicable Law might specify for the termination of Bo towe 's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note is 'the acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other feesi neutred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to some that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under a pplicable Law. Lender may require that Borrower pay such reinstatement sums and expenses into ne or more of the 180

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following forms, as selected by Lender: (a)c ash; (b) moncy order; (c)c ertified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18. £18C

20. Sale of Note; C hange of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (togetherw ith this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known ast he "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer ofs ervicing. Ift he Note is sold and thereafter the Loan is serviced by a Loan Servicero ther than the purchasero f 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 ndividual litigant or the membero fa class) that arises from the otherp arty'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, t'as security Instrument, until such Borrower orL enderh as 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 rea coast e period after the giving of such notice to take corrective action. If Applicable Law provides a time period waich must elapse before certain action can be taken, that time period will be deemed to be reasonable forp urposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrowerp ursuant to Section 2 2 and the noticeo f 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 haza de a substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerc ene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials cor ainit g asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and aws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Inv ronmental 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, oro therwise rigger an Environmental Cleanup.

Borrower shall not cause or permit in presence, usc, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nora llow anyone else to do, anything affecting (se Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or 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 store e on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate of our nal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in co sumer 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 act al 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 HazardousS ubstance which adversely affects the value of the Property. If Borrower learns, or isr occiled by any governmental or regulatory authority, or any private party, that any removal or other remediation of a y Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remod at actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lende, for an Environmental 7/1/CQ Cleanup.

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

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

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

2. Vaiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights up are and by virtue of the Illinois homestead exemption laws. & 18C

25. Pracement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of thei nsurance coverage required by Borrower's agreement withL ender, Lender may purchasei nsurancea t Borrower's experie to protect Lender's interests in Borrower's collateral. Thisi nsurance may, but need not, protect Borrower's intercets. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that ism ad a anst Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by Borr wer's and Lender's agreement. If L enderp urchases insurance for the collateral, Borrower will be responsible for the costso f that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower'st otal outstanding balance or obligation. The costs of the insurance nay be more than the cost of insurance Borrower may be able to obtain on its own.

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

Witnesses:	Ä	
	(2004)110	(Seal)
	MARYBELL RAMIREZ	-Borrower
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		-Borrower
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		(Seal)
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	elow This Line For Acknowledgment] ————	County ss:
STATE OF ILLITIOIS,		
i, t	, a Notary Public in	and for said county and state,
do certify that MARYBELL RAMIREL A SYNGLE WOM	IAN	
C 1		1.
personally known to me to be the same	person(s) whose name(s) is(are)	subscribed to the foregoing she/they signed and delivered
instrument, appeared before me this d y ir po the said instrument as his/her/their free an.		
Given under my hand and official seal, th	3 74h	20 //// / \
My Commission expires:		
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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008132951 NA

STREET ADDRESS: 6024 S ARCHER RD

UNIT 6

CITY: SUMMIT

COUNTY: COOK

TAX NUMBER: 18-13-303-041-1006

LEGAL DESCRIPTION:

UNIT 6024-6 IN SUMMIT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING

DESCRIBED RFAL ESTATE:

LOTS 7 AND 8 IN JALOVEC'S SUBDIVISION BEING A SUBDIVISION OF LOT 7 AND PART OF LOT 8 IN THE RUSUBDIVISION OF LOTS 1 AND 2 IN ALGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 FLST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 18, 2000 AS DOCUMENT 00337954, TOGETHER WITH ITS UNDIVIDED PERCENTAGE A, JIN C.

OOH

COUNTY CLOSELY SOFFICE INTEREST IN THE COMMON ELEMENTS, IN CCI.

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CONDOMINIUM RIDER

LOAN NO. 02022842

2003 , and is THIS CONDOMINIUM RIDER is made this 27TH day of JUNE, i corporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

MCPICAGE EXPRESS, INC.

COLLOPATION

(the "Lender") of the same

date and covering the Property described in the Security Instrument and located at:

6024 S. ARCHER RD UNIT # 6 SUMMIT , IL 60501

[Property Address]

The Property includes a unit in together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

(the "Condominium Project"). If the owners ass ciatic 1 or other entity which acts for the Condominium Project (the "Owners Association") holds title to properly for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Ovne's Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the co enants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as foliov s:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) crue or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and as ass nents imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, on lagainst loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, carthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the prevision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the toperty; MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mae/Freddie Mae UNIFORM INS. P. W. S.NT

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and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be aid to the Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as covided in Section 11.
- Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior w itter consent, either partition or subdivide the Property or consent to: (i) the adandonment or termination of the C and minium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Berrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of discursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting nayment.

BY SIGNING BELOW, Borrower accepts ar a agrees to the terms and provisions contained in this Condominium

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MARYBELZ	RAMIREZ	X	-Borrower	40	•			Donous
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				-				(least)
			-Borrower					-Borrower
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