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Doc#: 0406933141

Eugene "Gene" Moore Fee: \$70.00 Cook County Recorder of Deeds Date: 03/09/2004 11:28 AM Pg: 1 of 24

After Recording Return To:

GMAC Mortgage Corp. 100 Witmer Road Horsham, PA 19044-0963 Records Management ATTN:

- [Space Above This Line For Recording Data]

Loan No. 560236200 MIN 1000375-0560236200-9

# MORTGAGE

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- "Security Instrument" means this document, which is dated February 11, (A) 2004 , together with all Riders to this document.
- "Borrower" is **(B)**

CHARLES H. BRADLEY

Borrower is the mortgagor under this Security Instrument.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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BOX 333-CTP

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(D) "Lender" is GMAC Mortgage Corporation
Lender is a Corporation organized and existing under the laws of Pennsylvania . Lender's address is
100 Witmer Road, P.O. Box 963, Horsham, PA 19044
(E) "Note" means the promissory note signed by Borrower and dated February 11, 2004. The Note states that Borrower owes Lender Eighty Two Thousand and 00/100
Dollars (U.S. \$ 82,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2012
(F) "Property' means the property that is described below under the heading "Transfer of Rights in the Property'
(G) "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.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Porrower [check box as applicable]:
Adjustable Rate Rider XX Condominium Rider Second Home Rider Balloon Rider Biweekly Payment Rider 1-4 Family Rider  XX Other(s) [specify] Planned Unit Development Rider Timely Payment Rewards Rider
(I) "Applicable Law" means all controlling applicab's rederal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well applicable final, non-expectable indicial entirions.
as all applicable final, non-appealable judicial opinions.  (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium
association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic
terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, c. puthorize a financial institution to debit or credit an account. Such term includes, but is not limited to,
point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone
wire transfers, and automated clearinghouse transfers.  (L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or
proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
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- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- "Periodic Payment" means the regularly scheduled amount due for (i) principal and (O)interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if he Loan does not qualify as a "federally related mortgage loan" under RESPA.
- "Successor in Interest of Borrower" means any party that has taken title to the Property, we ther or not that party has assumed Borrower's obligations under the Note and/or this Security Engineent.

#### TRANSFER OF KICHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modificat or s 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County

[Type of Re ording Jurisdiction]

of Cook

[Name of Recording Jurisdiction]

See attached Schedule "A" hereto and made apart hereof.

which currently has the address of 1872 Stockton,

(Street)

Hoffman Estates [City]

0/2/5 , Illinois 60195 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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of record. generally the title to the Property against all claims and demands, subject to any encumbrances unencumbered, except for encumbrances of record. Borrower warrants and will defend conveyed and has the right to grant and convey the Property and that the Property is BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby

non-uniform covenants with limited variations by jurisdiction to constitute a uniform security THIS SECURITY INSTRUMENT combines uniform covenants for national use and

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: instrument covering real property.

agency, instrumentality, or entity; or (4) Electronic Funds Transfer. provided any such check is a dawn upon an institution whose deposits are insured by a federal cash; (b) money order; (c) certi ied check, bank check, treasurer's check or cashier's check, Security Instrument be made in one or more of the following forms, as selected by Lender: (a) unpaid, Lender may require that any or all subsequent payments due under the Note and this received by Lender as oxyment under the Note or this Security Instrument is returned to Lender Security Instrument shall be made in U.S. currency. However, if any check or other instrument pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this the Note ... at y prepayment charges and late charges due under the Note. Borrower shall also Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by I. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late

covenants and agreements secured by this Security Instrument. from making payments due under the Note and this Security Instrument of Ferfriming the or claim which Bottower might have now or in the future against Lender shan relieve Bottower to the outstanding principal balance under the Note immediately prior to forcolosure. No offset apply such funds or return them to Borrower. If not applied earlier, such 'ands will be applied current. If Borrower does not do so within a reasonable period or 1 me, Lender shall either funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied obligated to apply such payments at the time such paymen's are accepted. If each Periodic prejudice to its rights to refuse such payment or partial 1/3y nents in the future, but Lender is not partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or partial payments are insufficient to bring the I oan current. Lender may accept any payment or provisions in Section 15. Lender may return any payment or partial payment if the payment or the Note or at such other location as may be designated by Lender in accordance with the notice Payments are deemed received by Lender when received at the location designated in

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

amounts due under this Security Instrument, and then to reduce the principal balance of the

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If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are are under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provision of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. dornower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation 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. It the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for e't 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 r scrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrew Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall that te 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.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall

impositions attributable to the Property which can attain priority over this Security Instrument, 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and promptly refund to Borrower any Furds held by Lender.

pay them in the manner provided in Section 3. Pees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall leasehold payments or ground rents on the Property, if any, and Community Association Dues,

from the holder of the lien an agreement satisfactory to Lender subordinging the lien to this those proceedings are pending, but only until such proceedings are concluded; or (c) secures legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, the lien in a manner acceptable to Lender, but only so I mp as Borrower is performing such Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by Borrower shall promptly discharge any lier which has priority over this Security

satisfy the lien or take one or more of the actions set forth above in this Section 4. identifying the lien. Within 10 days of the date on which that notice is given, fortuner shall which can attain priority over this Security Instrument, Lender may give somower a notice Security Instrument. If Lender determines that any part of the Property is subject to a lien

and/or reporting service used by Lender in connection with this Loan. Lender may require Borrower to pay a one-time charge for a real estate tax veri/ication

floods, for which Lender requires insurance. This insurance shall be maintained in the amounts "extended coverage," and any other hazards including, but not limited to, earthquakes and hereafter erected on the Property insured against loss by fire, hazards included within the term 5. Property Insurance. Borrower shall keep the improvements now existing or

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(including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall 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.

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 contents of 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 Borrower secured by this Secur ty Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has 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. Levier 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 Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters,

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information or statements to Lender (or failed to provide Lender with material information) in

with Borrower's knowledge or consent gave materially false, misleading, or inaccurate application process, Borrower or any persons or entities acting at the direction of Borrower or 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan

specifying such reasonable cause. Lender shall give Borrower notice at the time of or prior to such an interior inspection If it has reasonable cause, Lender may inspect the interior of the improvements on a froperty.

Lender or its agent may make reasonable entries upon and inspections of the Property.

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

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

6. Occupancy Borrower shall occupy, establish, and use the Property as Borrower's pay amounts unpaid under the Note or this Security Instrument, whether or not then due. Property. Lender may use the insurance proceeds either to repair or restore the Property or to policies covering the Property, insofar as such rights are applicable to the coverage of the than the right to any refund of unearned premiums paid by Borrower) under all insurance unpaid Index the Note or this Security Instrument, and (b) any other of Borrower's rights (other Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to and settle the claim. The 30-day period will begin when the notice is given. In either event, or

If Borrower abandons the Property, Lender may file, negotiate and settle any available Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2. secured by this Security Instrument, whether or not then due, with the excess, if any, paid to or Lender's security would be lessened, the insurance proceeds shall be applied to the sums shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and

from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate insurance claim and related matters. If Borrower does not respond within 30 days to a notice

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

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

If this Security Instrument is on a leasehold Porrower 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.

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

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are hereby assigned to and shall be paid to Lender.

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

unearned at the time of such cancellation or termination.

respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain cusclosures, 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 providing that were

(b) Any such agreements will not affect the rights Borrower has - if any - with

Borrower to any refund.

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

often termed "captive reinsurance." Further:

any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from or might 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 such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is

As a result of these agreements, Lender, any purchaser of the Note, another insurer,

Livergage insurers evaluate their total risk on all such insurance in force from time to time, and n.av anter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other parties) to these agreements. These agreements may require the mortgage insurer to incl.e payments using any source of funds that the mortgage insurer may mortgage insurer to incl.e payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

party to the Mortgage Insurance.

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

rate provided in the Note.

amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the 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

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has 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 pay for the repairs and restoration in a single disbursement or 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 Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a racial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market 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 than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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and assigns of Lender. this Security Instrument shall bind (except as provided in Section 20) and benefit in Spacessors Instrument unless Lender agrees to such release in writing. The covenants and agreements of

Borrower shall not be released from Borrower's obligations and liability inder this Security Lender, shall obtain all of Borrower's rights and benefits under this Seurity Instrument. assumes Borrower's obligations under this Security Instrument in writing and is approved by Subject to the provisions of Section 18, any Successor in Interest of Borrower who

co-signer's consent.

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

13. Joint and Several Litchility; Co-signers; Successors and Assigns Bound.

not be a waiver of or preclude the exercise of any right or remedy. entities or Successors in Interest of Porrower or in amounts less than the amount then due, shall remedy including, without limitation, Lender's acceptance of payments from third persons, Successors in Interest of Lorrower. Any forbeatance by Lender in exercising any right or this Security Instrument by reason of any demand made by the original Borrower or any to refuse to extend time for payment or otherwise modify amortization of the sums secured by shall not be required to commence proceedings against any Successor in Interest of Borrower or operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender

Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not the time for payment or modification of amortization of the sums secured by this Security 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of shall be applied in the order provided for in Section 2.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property assigned and shall be paid to Lender.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is

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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 thate 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). Lorrower's acceptance of any such refund made by direct payment to Borrower will constitute a valver 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 leen given to Borrower when mailed by first class mail or when actually delivered to Borrower's no ice 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. For ower 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 Insurance 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 Lav 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

LOAN NO: 560236200

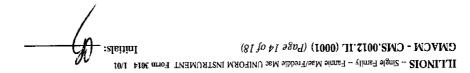
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instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, check is drawn upon an institution whose deposits are insured by a federal agency, order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money under Applicable Law. Lender may require that Borrower pay such reinstatement sums and secured by this Security Instrument, shall continue unchanged unless as otherwise provided Property and rights under this Security Instrument, and Borrower's obligation to pay the sums and (d) takes such action as Lender may reasonably require to assure that Lender's increr; in the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; attorneys' fees, property inspection and valuation fees, and other fees incurred for the incurred in enforcing this Security Instrument, including, but not limited to, reasonable had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses sums which then would be due under this Security Instrument and the Note as if no acceleration enforcing this Security Instrument. Those conditions are that Portoner: (a) pays Lender all might specify for the termination of Borrower's right to remarke; or (c) entry of a judgment pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law discontinued at any time prior to the earliest of: (a) nive days before sale of the Property conditions, Borrower shall have the right to have conditions of this Security Instrument 19. Borrower's Right to Reinstate Arter Arceleration. If Borrower meets certain

on Bottower. may invoke any remedies permitted by this Servity Instrument without further notice or demand Instrument. If Borrower fails to pay these Jums prior to the expiration of this period, Lender accordance with Section 15 within which Borrower must pay all sums secured by this Security

notice shall provide a period of not less than 30 days from the date the notice is given in

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The by Lender if such exercise is prohibited by Applicable Law.

full of all sums secured by this Security Instrument. However, this option shall not be exercised transferred) without Leader's prior written consent, Lender may require immediate payment in (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or

If all or any part of the Property or any Interest in the Property is sold or transferred title by Borrowst at a future date to a purchaser.

for deed, in salment sales contract or escrow agreement, the intent of which is the transfer of including out not limited to, those beneficial interests transferred in a bond for deed, contract Section 18, "Interest in the Property" means any legal or beneficial interest in the Property,

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Security Instrument.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this without any obligation to take any action.

shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion include corresponding neuter words or words of the feminine gender; (b) words in the singular

As used in this Security Instrument: (a) words of the masculine gender shall mean and

conflicting provision.

other provisions of this Security Instrument or the Note which can be given effect without the Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect prohibition against agreement by contract. In the event that any provision or clause of this

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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.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with 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 as the "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 unrotate! 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 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 Lander may commence, join, or be joined to any judicial action (as either an individual litigat or the member of a class) that arises from the other party's actions pursuant to this Security I strument 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 afforced 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, policiants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, nucrials 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 healer, 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

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25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's

releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Let der 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 Lav.

reasonable attorneys' fees and costs of title evidence.

acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require branching the notice shall borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require branching to any other defense of sourity Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, incurred in pursuing the remedies provided in this Section 22, including, but not limited to,

:swollof

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

any obligation on Lender for an Environmental Cleanup.

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any soliding, leaking, discharge, release or threat of release of any Hazardous Substance which adversely afficit 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 Hazardour Substance affecting the Property is necessary, Borrower shall promptly take all necessary, tenedial actions in accordance with Environmental Law. Nothing herein shall create necessary, tenedial actions in accordance with Environmental Law. Nothing herein shall create

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).

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

SY 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

	orula M
-Borrowei	Charles H Tradles
-Borrower	Colpy
-Borrower	
(Seal)	

LOAN NO: 560236200

Witnesses:

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SS

COUNTY OF COOK

STATE OF ILLINOIS,

, a Notary Public

I, DEBORAH K. LEDALE

in and for said county and state do hereby certify that

CHARLES H. BRADLEY

and purposes theran set forth. signed and delir cred the said instrument as HIS free and voluntary act, for the uses instrumer., Appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s) subscribed to the foregoing

INDIAIDAAL ACKNOWLEDGMENT

Given under my hand and official seal, this

for: GMAC Mortgage Corp. Waterloo, IA 50704 3451 Hammond Avenue

Jana Dalmasso

DEBORAH L LEONE

NY AND IN ANGELES ASSESSMENT OF THE PARTY OF

Notary Public

Stopology Ox Coc

\$00₹

My Commission Expires:

This instrument was prepared by:

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#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of February , 2004 , and is incorporated into and shall be deemed to amend and supplement the Mor. 7a; e, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the vadersigned (the "Borrower") to secure Borrower's Note to

GMAC Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1872 Stockton Hoffman Estates, IL 60195 [Property Address]

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

Baring cor Square [Name of Condornivium Project]

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

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

- A. Condominium Obligations. Borrower shall perform all of Norrower'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) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments 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, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

LOAN NO: 560236200

MULTISTATE CONDOMINIUM RIDER - Single Family -

Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01

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MULTISTATE CONDOMINIUM RIDER - Single Family -LOAN NO: 560236200

Borrower requesting payment.

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Lender agree to other terms of payment, these amounts shall bear interest from the date of become additional debt of Borrower secured by the Security Instrument. Unless Borrower and then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall

- F. Remedies. If Borrower does not pay condominium dues and assessments when due, coverage maintained by the Owners Association unacceptable to Lender.
- (iv) any action which would have the effect of rendering the public list in insurance Owners Association; or
- (iii) termination of professional management and assumption of s-14-management of the for the express benefit of Lender;
- (ii) any amendment to any provision of the Constituent D connents if the provision is other casualty or in the case of a taking by condemnation or entirent domain;
- abandonment or termination required by law in the case of sul stantial destruction by fire or
- (i) the abandonment or termination of the Condominium Project, except for Lender's prior written consent, either partition or subair ide the Property or consent to:
- E. Lender's Prior Consent. Borrower shall no except after notice to Lender and with

proceeds shall be applied by Lender to the sums security Instrument as provided conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such or any part of the Property, whether of the unit or of the common elements, or for any consequential, payable to Borrower in connection with any condemnation or other taking of all

D. Condemnation. The proceeds of any award or claim for damages, direct or form, amount, and extent of cove age to Lender.

insure that the Owners Association maintains a public liability insurance policy acceptable in

C. Public Liablity Lrsurance. Borrower shall take such actions as may be reasonable to Borrower.

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

coverage provided by the master or blanket policy.

Porrower shall give Lender prompt notice of any lapse in required property insurance What Lender requires as a condition of this waiver can change during the term of the loan. Owners Association policy.

the Property is deemed satisfied to the extent that the required coverage is provided by the

- (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on yearly premium installments for property insurance on the Property; and
- (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. . (Seal) -Borrower OF COOK COUNTY CLOSES OFFICE

LOAN NO: 560236200 MULTISTATE CONDOMINIUM RIDER - Single Family -

Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01

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#### TIMELY PAYMENT REWARDS RIDER

THIS TIMELY PAYMENT REWARDS RIDER is made this 11th day of February, 2004 , and is incorporated into and shall be deemed to amend and applement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

GMAC Mortgage Corporation

("Lender") overing the Property described in the Security Instrument and located at:

1872 Stockton
Hoffman Estates, IL 60195
[Property Address]

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

#### A. TIMELY PAYMENT REWARDS KATE REDUCTION

The Note provides for the reduction in Borrower's interest rate as follows:

#### 1. TIMELY PAYMENT REWARDS RATE PEDUCTION

Borrower has agreed to pay the rate of interest set forth in Section 2 of the Note (the "Note Rate") until the full amount of principal has been paid. However, if on any one of the second, third, or fourth anniversaries of the scheduled due date of the first full installment payment due under the Note (each, an "Anniversary Date") Borrower has demonstrated a Good Payment History, Lender agrees to decrease the Note Rate by One percentage point (1.000 %). Borrower will be deemed to have demonstrated a "Good Payment History" if Borrower: (a) has made each of the most recent 24 consecutive monthly payments under the Note and Security Instrument Sefore the date the next payment was due; and (b) has never been late by 3 months or more in making any monthly payments due under the Note. If Borrower demonstrates a Good Payment History, the new Note Rate will take effect on the earliest Anniversary Date on which Borrower has demonstrated a Good Payment History ("Rate Reduction Date"). Beginning with Borrower's first monthly

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MULTISTATE TIMELY PAYMENT REWARDS RIDER - Single Family -

Fannie Mae Uniform Instrument Form 1412 4/01

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Dates. Good Payment History on any one of the second, third, or fourth Anniversary Rate only one time during the term of the loan, provided Borrower demonstrates a monthly payment until the Maturity Date. Lender will decrease Borrower's Note payment after the Rate Reduction Date, Borrower will pay the new amount as the

in Die Timely Payment Rewards Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained

TO COOLINA -Воттомет (Seal) -Borrower (Seal) -Borrower (Seal)

-Вопоwer (Seal)

Form 1412 4/01 MULTISTATE TIMELY PAYMENT REWARDS RIDER - Single Family -LOAN NO: 560236200

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#### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008180756 LZ

STREET ADDRESS: 1872 STOCKTON

CITY: HOFFMAN ESTATES COUNTY: COOK

TAX NUMBER: 07-08-102-023-1108

#### LEGAL DESCRIPTION:

UNIT NUMBER 3274 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: JOTS 1 TO 33, BOTH INCLUSIVE, AND OUT LOT 1 AND OUT LOT 2, ALL IN BARRINGTON SQUARE UNIT NUMBER 3, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST 1/4 OF SECTION 7 AND THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 -, EAST OF THE THIRL PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED IN THE OFFICE OF THE RECOXIBE OF DEEDS ON NOVEMBER 16, 1971, AS DOCUMENT 21713495, A SURVEY OF WHICH IS ATTACHED AS EXHIBIT "A" TO THAT CERTAIN DECLARATION ESTABLISHING A PLAN OF COMDOMINIUM OWNERSHIP MADE BY K-B BARRINGTON HOMES, INC., AS GRANTOR, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEED OF COOK COUNTY, ILLINOIS, ON NOVEMBER 26, 1977. AS DOCUMENT 21725050 AND AS AMENDED TOGETHER WITH A PERCENTAGE OF THE COMMON ELEVANTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

LEGALD

TC3

02/10/04