

UNOFFICIAL COPY



Doc#: 0429935270
Eugene "Gene" Moore Fee: \$76.00
Cook County Recorder of Deeds
Date: 10/25/2004 12:50 PM Pg: 1 of 27

After Recording Return To:

Windsor Mortgage
100 Witmer Road
Horsham, PA 19044-0963
ATTN: Correspondent Lending

BR 5226719
2072

[Space Above This Line For Recording Data]

Loan No. 571528108
MIN 1000375-0571528108-8

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated September 30, 2004, together with all Riders to this document.
- (B) "Borrower" is
Stephanie Walsey

Borrower is the mortgagor under this Security Instrument.

(C) "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.

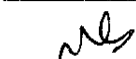
F

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT Form 3014 1/01

(Page 1 of 18) 267329177 Initials: SW 925
GMACM - CMS.0012.IL (0001)

Buy
333

UNOFFICIAL COPY

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
GMACM - CMS.0012.LL (0001) (Page 2 of 18)
Initials: 

(I) "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.

(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, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(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.

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

(H) "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]:

(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.

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

(E) "Note" means the promissory note signed by Borrower and dated September 30, 2004. The Note states that Borrower owes Lender Five Hundred Fifty Eight Thousand Seven Hundred Fifty and 00/100 Dollars (U.S. \$ 558,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2034.

Lender is a Corporation organized and existing under the laws of Delaware
3201 Old Glenview Road, Wilmette, IL 60091
Lender's address is

(D) "Lender" is GHS Mortgage, LLC d/b/a Windsor Mortgage

UNOFFICIAL COPY

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 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 Recording Jurisdiction]

of Cook

[Name of Recording Jurisdiction]

See Attached Legal

which currently has the address of
1759 N Sedgwick #3E,

[Street]

Chicago

[City]

, Illinois 60614


[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.

SW

UNOFFICIAL COPY

LOAN NO: 571528108
 ILLINOIS - Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
 GMACM - CMS.0012.IL (0001) (Page 4 of 18)
 Initials: 

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

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
 covenants and agreements secured by this Security Instrument.

from making payments due under the Note and this Security Instrument or performing the
 or claim which Borrower might have now or in the future against Lender shall relieve Borrower
 to the outstanding principal balance under the Note immediately prior to foreclosure. No offset
 apply such funds or return them to Borrower. If not applied earlier, such funds will be applied
 current. If Borrower does not do so within a reasonable period of time, 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 payments are accepted. If each Periodic
 prejudice to its rights to refuse such payment or partial payments 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 Loan 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

agency, instrumentality, or entity; or (d) Electronic Funds Transfer.
 provided any such check is drawn upon an institution whose deposits are insured by a federal
 cash; (b) money order; (c) certified 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 payment 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 and any prepayment charges and late charges due under the Note. Borrower shall also
Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late
 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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 seized of the estate hereby

UNOFFICIAL COPY

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.

2. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due 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 provisions 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. Borrower 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. 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 Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

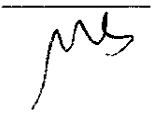
LOAN NO: 571528108

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.IL (0001) (Page 5 of 18)

Initials:  _____

UNOFFICIAL COPY



Initials:

GMACM - CMS.0012.LL (0001) (Page 6 of 18)

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts 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 verification satisfy 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 real estate tax verification identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall which can attain priority over this Security Instrument, Lender may give Borrower a notice from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien 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 manner acceptable to Lender, but only so long 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 lien which has priority over this Security pay them in the manner provided in Section 3.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and household payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall promptly refund to Borrower any funds held by Lender.

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

UNOFFICIAL COPY

(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.

If Borrower fails to maintain any of the coverages described above, Lender may 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 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 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.

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 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. 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 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,

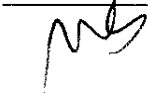
LOAN NO: 571528108

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.IL (0001) (Page 7 of 18)

Initials: SN

UNOFFICIAL COPY



Initials:

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.II. (0001) (Page 8 of 18)

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in 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 the Property. Lender or its agent may make reasonable entries upon and inspection of the Property. the completion of such repair or restoration.

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

control.

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

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 pay amounts unpaid under the Note or this Security Instrument, whether or not then due. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due. Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to

Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to

Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to

Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to

Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

UNOFFICIAL COPY

connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

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

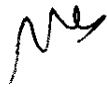
LOAN NO: 571528108

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 L/01

GMACM - CMS.0012.IL (0001) (Page 9 of 18)

Initials: 

UNOFFICIAL COPY

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
GMACM - CMS.0012.LL (0001) (Page 10 of 18)
Initials: 

amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender requires Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall 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 rate provided in the Note.

Mortgage Insurance 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 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 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 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) 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 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.

(b) Any such agreements will not affect the rights Borrower has - if any - with 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 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. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

UNOFFICIAL COPY

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 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 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 Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

LOAN NO: 571528108

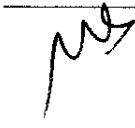
ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.IL (0001) (Page 11 of 18)

Initials:



UNOFFICIAL COPY



Initials:

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.IL (0001) (Page 12 of 18)

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

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

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

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

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

UNOFFICIAL COPY

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a

LOAN NO: 571528108

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.IL (0001) (Page 13 of 18)

Initials: 

UNOFFICIAL COPY

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

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


17. Borrower's Copy. Borrower 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 legal 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 Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if 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 payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain conditions, Borrower shall have the 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 Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower'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 as if no 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 fees incurred 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 assure 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 Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses 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. Upon reinstatement by Borrower,

Initials: 

UNOFFICIAL COPY

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

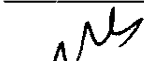
LOAN NO: 571528108

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

GMACM - CMS.0012.IL (0001) (Page 15 of 18)

Initials: 

UNOFFICIAL COPY

ILLINOIS -- Single Mac/Fredde Mac UNIFORM INSTRUMENT Form 3014 1/01
GMACM - CMS.0012.II.(0001) (Page 16 of 18)
Initials: 

may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender
25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender 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 party for services rendered and the charging of the fee is permitted under Applicable Law charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may
23. Release. Upon payment of all sums secured by this Security Instrument, Lender reasonable attorneys' fees and costs of title evidence.

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

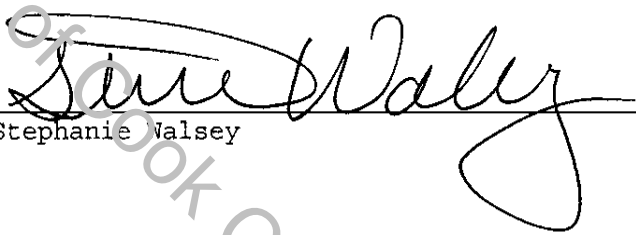
follows:
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as

any obligation on Lender for an Environmental Cleanup.
necessar/ remedial actions in accordance with Environmental Law. Nothing herein shall create Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all regulatory authority, or any private party, that any removal or other remediation of any affects the value of the Property. If Borrower learns, or is notified by any governmental or condition caused by the presence, use or release of a Hazardous Substance which adversely spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any involving the Property and any Hazardous Substance or Environmental Law of which Borrower demand, lawsuit or other action by any governmental or regulatory agency or private party Borrower shall promptly give Lender written notice of (a) any investigation, claim, Property (including, but not limited to, hazardous substances in consumer products).
generally recognized to be appropriate to normal residential uses and to maintenance of the presence, use, or storage on the Property of small quantities of Hazardous Substances that are adversely affects the value of the Property. The preceding two sentences shall not apply to the

UNOFFICIAL COPY

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

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



Stephanie Walsey (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

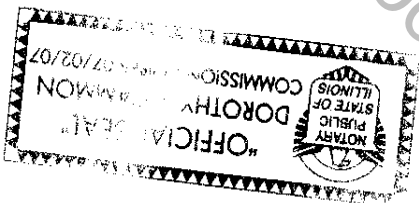
LOAN NO: 571528108
Witnesses:

UNOFFICIAL COPY

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
 GMACM - CMS.0012.IL (0001) (Page 18 of 18)
 Initials: *ms*

Property of Cook County Clerk's Office

This instrument was prepared by:
 Nicole Woodward
 2600 Troy Center Drive
 Troy, MI 48084
 For: Windsor Mortgage



My Commission Expires: 7-2-07

Dorothy A. Simon
 Notary Public

Given under my hand and official seal this 30th day of September, 2004
 and purposes therein set forth.
 signed and delivered the said instrument as HER
 personally known to me to be the same person(s) whose name(s) subscribed to the foregoing
 instrument, appeared before me this day in person, and acknowledged that SHE

in and for said county and state do hereby certify that
 Stephanie Walsey, a single woman

STATE OF ILLINOIS,
 COUNTY OF Cook
 } SS
 I, the undersigned,
 a Notary Public,

INDIVIDUAL ACKNOWLEDGMENT

UNOFFICIAL COPY**FIXED/ADJUSTABLE RATE RIDER****(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)**

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30th day of September, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

CHS Mortgage, LLC d/b/a Windsor Mortgage ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1759 N Sedgwick #3E
Chicago, IL 60614
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.000 %.

The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of October, 2009, and the adjustable interest rate I will pay many change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

LOAN NO: 571528108

MULTISTATE FIXED/ADJUSTABLE RATE RIDER

WSJ One-Year LIBOR Single Family - Fannie Mae

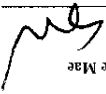
UNIFORM INSTRUMENT Form 3187 6/01

(Page 1 of 5) 267329171

GMACM-CRM.1380 (0204)

Initials: 

UNOFFICIAL COPY

Initials: 

(Page 2 of 5)

GMACM-CRM-1380 (0204)

UNIFORM INSTRUMENT Form 3187 6/01

MULTI-STATE FIXED/ADJUSTABLE RATE RIDER - WSI One Year LIBOR -- Single Family -- Fannie Mae

LOAN NO: 571528108

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes

My new interest rate will become effective on the first monthly payment date after the Change Date of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.000 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying or the preceding 12 months. My interest rate will never be greater than 10.000 %

(D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and 75/100 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of its addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of date 45 days before each Change Date is called the "Current Index."

(B) The Index

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

UNOFFICIAL COPY

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal 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 Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if 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 payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal 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 Borrower at a future date to a purchaser.

LOAN NO: 571528108


MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One Year LIBOR -- Single Family -- Fannie Mae
UNIFORM INSTRUMENT Form 3187 6/01

GMACM-CRM.1380 (0204)

(Page 3 of 5)

Initials: 

UNOFFICIAL COPY

Initials: 

(Page 4 of 5)

GMACM-CRM-1380 (0204)

UNIFORM INSTRUMENT Form 3187 6/01

MULTI-STATE FIXED/ADJUSTABLE RATE RIDER - WSJ One Year LIBOR -- Single Family -- Fannie Mae

LOAN NO: 571528108

THIS SPACE LEFT INTENTIONALLY BLANK

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

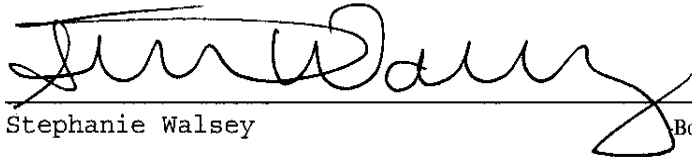
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If all or any part of the Property or any interest in the Property is sold or transferred (or if 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 payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Property of Cook County Clerk's Office



Stephanie Walsey (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

LOAN NO: 571528108

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One Year LIBOR -- Single Family -- Fannie Mae
UNIFORM INSTRUMENT Form 3187 6/01

GMACM-CRM.1380 (0204)

(Page 5 of 5)

UNOFFICIAL COPY

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30th day of September, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

GHS Mortgage, LLC d/b/a Windsor Mortgage

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

1759 N Sedgwick #3E
Chicago, IL 60614
[Property Address]

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

Sedgwick Manor
[Name of Condominium 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 covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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) 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: 571528108

MULTISTATE CONDOMINIUM RIDER - Single Family -

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

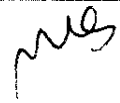
Page 1 of 3

267329172

Initials: gnv

GMACM - CRM.0045.CONDO (0101)

UNOFFICIAL COPY

Initials: 

LOAN NO: 571528108
MULTI-STATE CONDOMINIUM RIDER - Single Family -
Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01
GMACM - CRM.0045.CONDO (0101)
Page 2 of 3

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 liability insurance
Owners Association; or
(iii) termination of professional management and assumption of self-management of the
for the express benefit of Lender;
(ii) any amendment to any provision of the Constituent Documents if the provision is
other casualty or in the case of a taking by condemnation or eminent domain;
(i) the abandonment or termination of the Condominium Project, except for
abandonment or termination required by law in the case of substantial destruction by fire or
Lender's prior written consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with
in Section 11.
proceeds shall be applied by Lender to the sums secured by the 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 coverage to Lender.

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
Borrower.

secured by the Security Instrument, whether or not then due, with the excess, if any, paid to
payable to Borrower 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
T. In the event of a distribution of property insurance proceeds in lieu of restoration or repair
coverage provided by the master or blanket policy.
Borrower 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

UNOFFICIAL COPY

LOAN NO: 571528108
MULTISTATE CONDOMINIUM RIDER - Single Family -
Fannie Mae/Freddie Mac Uniform Instrument Form 3140 1/01
GMACM - CRM.0045.CONDO (0101) Page 3 of 3

Property of Cook County Clerk's Office

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower
Stephanie Walsley

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

UNOFFICIAL COPY

STREET ADDRESS: 1759 N. SEDGWICK #3E

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-33-412-052-1004

LEGAL DESCRIPTION:

UNIT NUMBER 3E IN THE SEDGWICK MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PORTION OF ORIGINAL LOT 12, IN NORTH ADDITION TO CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF LOT 12 AFORESAID, 54 FEET SOUTH OF THE SOUTH LINE OF MENOMINEE STREET; THENCE EAST PARALLEL TO SOUTH LINE 114.19 FEET TO A POINT 1.90 FEET EAST OF THE WEST LINE OF LOT 34 IN RUNTZ'S SUBDIVISION OF THE NORTH 1/2 OF LOT 12 AFORESAID; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 34 TO THE CENTER LINE OF ORIGINAL LOT 12; THENCE WEST ALONG SAID CENTER LINE 16.96 FEET TO A POINT 3 FEET WEST OF THE EAST LINE OF LOT 14 IN KINZER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF LOT 12 AFORESAID; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 34 TO A POINT WHICH IS 88.60 FEET SOUTH OF THE NORTH LINE OF LOT 34 IN RUNTZ'S SUBDIVISION OF THE NORTH 1/2 OF LOT 12 AFORESAID; THENCE WEST ON A LINE TO A POINT ON THE WEST LINE OF LOT 12 AFORESAID; SAID POINT BEING 88.43 FEET SOUTH OF THE SOUTH LINE OF WEST MENOMINEE STREET; THENCE NORTH A DISTANCE 34.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS SAID ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93874376 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS