UNOFFICIAL COPY

	Ul	NOFFICIAL	COPT			
Th	is instrument was prepared by:					
~						
Na	me: Fran Beckham		,			
Ad	ldress:		: (16 1 10 1 10 1 10 1 10 1 1			
В	ankFinancial, F.S.B.					
15	5W060 North Frontage Road	1	0531205054			
15 Bi Af Bi	urr Ridge, IL 60527		Doc#: 0531208054 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00			
Af	ter Recording Return To:		Cook County Recorder of Deeds			
В	ankFinancial, F.S.B.		Date: 11/08/2005 09:27 AM Pg: 1 of 13			
15	W060 North Frontage Road	1				
В	urr Ridge, IL 60327					
_	<u> </u>	[Spac	e Above This Line For Recording Data]			
	70 _	MORTGAG	\mathbf{E}			
DI	EFINITIONS		_			
ועו	ELIMITOMS	()_				
W an	ords used in multiple sections of d 21. Certain rules regarding the	f this document are defined below and e usage of words used in this document a	other words are defined in Sections 3, 11, 13, 18, 20			
		a usage of moral upon in all substantion to	ne also provided in section to.			
	(A) "Security Instrument" means this document, which is dated October 25, 2005 , together with all					
	Riders to this document.					
(D	(B) "Borrower" is EDUARDO ORIA AND JUANIZA ORIA HUSBAND AND WIFE					
	orrower is the mortgagor under th					
	') "Lender" is BankFinancia	al, F.S.B.				
	ender is a Savings Bank e laws of The United States o	of America	organized and existing under			
	W060 North Frontage Road,	A -	. Lender's address is			
			C			
/T D	N (21 4 11	Le	nder is the vortgagee under this Security Instrument.			
		y note signed by Borrower and dated O				
ola	acs that Dollowel Owes Leilder	Two Hundred Sixty Thousand and Dollars (U.S. \$ 260,000.00				
to	pay this debt in regular Periodic	Payments and to pay the debt in full not	later than Novembur 01, 2025			
(E) "Property" means the proper	rty that is described below under the hea	ding "Transfer of Rights in the Property."			
(F)) "Loan" means the debt evid	denced by the Note, plus interest, any	prepayment charges and late charges due under the			
	Note, and all sums due under this Security Instrument, plus interest. (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be					
	ecuted by Borrower [check box a		cuted by Borrower. The following Riders are to be			
	Adjustable Rate Rider	Condominium Rider	Second Home Rider			
	D.II D'I-	W N IVI D I				
	Balloon Rider	X Planned Unit Development Rid	er Other(s) [specify]			
	1-4 Family Rider	Biweekly Payment Rider				
(II) ((Amplicable Tearly	H . W . P . I . C . I				
adı	ministrative rules and orders (that	an controlling applicable federal, sta at have the effect of law) as well as all a	te and local statutes, regulations, ordinances and oplicable final, non-appealable judicial opinions.			
	00362338					
		Freddie Mac UNIFORM INSTRUMENT	Form 3014 1/01 GREATLAND ■			
ITE	M 1876L1 (0011)	(Page 1 of 11 pages)	To Order Call: 1-800-530-9393 T Fax: 616-791-1131			

0531208054 Page: 2 of 13

JNOFFICIAL COPY

(F100) \$13781 METI

of record.

■ QNAJTA∃#Ð F£ff-f67-ðfð::xs}□ 6669-968-068-f::llsD rəbrO o]

ILLINOIS—Single Family—Fannic Mae/Freddie Mac UNIFORM INSTRUMENT

1800362338

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus

(other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the (L) "Miscellaneous Proceeds" means any compensation, sculement, award of damages, or proceeds paid by any third party

of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, pointpaper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are

imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(ii) any amounts under Section 3 of this Security Instrument.

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

(P) "Successor in Interest of Borrywer" means any party that has taken title to the Property, whether or not that party has related mortgage loan" under RECPA.

assumed Borrower's obligations under the Note and/or this Security Instrument.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the epayment of the Loan, and all renewals, extensions and modifications of

described property located in the County this purpose, borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following the Note; and (ii) the performance of Borrower's cette, and agreements under this Security Instrument and the Note. For

[Name of Recording Jurisdiction] [Type of Recording Immancion]

SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

COUNTY, ILLINOIS.

PIN# 27-30-302-047-0000

clearinghouse transfers.

LOT 332 IN BROOK HILLS P.U.D. UNIT 5, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTH 1/2 OF

DOO OF CO

11830 BROOKDALE COURT

which currently has the address of

("Property Address"):

[Sho QiZ] $[Ci(\lambda)]$ sionill, **49709** ОЯГАИР РАРК

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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

Form 3014 1/01

0531208054 Page: 3 of 13

UNOFFICIAL COPY

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

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 plincipal 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 Paymen's 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 union 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 0531208054 Page: 4 of 13

JNOFFICIAL COPY

© Order Call: 1-800-530-9393 □ Fax: 616-791-1131

(1100) \$79281 MH II

Form 3014 1/01

1800362338

H.LINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equity in the Property, or option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's

the review of any flood zone determination resulting from an objection by Borrower. also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts insured against loss by fire, hazards included within the term "extended coverage," and any other praards including, but not

Property Insurance. Borrower shall keep the improvements now existing or here there erected on the Property Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real catale tax verification and/or reporting service used by

Section 4.

date on which that notice is given, Borrower shall satisfy the lien or take one or area of the actions set forth above in this can attain priority over this Security Instrument, Lender may give Borrower and identifying the lien. Within 10 days of the subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which only until such proceedings are concluded; or (c) secures from the helost of the lien an agreement satisfactory to Lender proceedings which in Lender's opinion operate to provent the enforcer or the lien while those proceedings are pending, but is performing such agreement, (b) contests the lien in good fain by, or defends against enforcement of the lien in, legal in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower

Borrower shall promptly discharge any lien which has priprity over this Security Instrument unless Borrower: (a) agrees shall pay them in the manner provided in Section 3. and Community Association Dues, Fees, and Asses arents, if any. To the extent that these items are Escrow Items, Borrower

Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, Charges; Liens. Borrower shalt pay all taxes, assessments, charges, fines, and impositions attributable to the

Funds held by Lender.

Upon payment in full of all sunts secured by this Security Instrument, Lender shall promptly refund to Borrower any make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

under RESPA, Lender shall notify Bo rower as required by RESPA, and Borrower shall pay to Lender the amount necessary to accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined

Borrower as required by RE: PA, and Borrower shall pay to Lender the amount necessary to make up the shortage in funds in accordance with LESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify If there is a surpurs of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess

shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays

apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the

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

0531208054 Page: 5 of 13

UNOFFICIAL COPY

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 at as remement 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, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance 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 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 other vise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Proper'y a Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occup, the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Engage restands 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 deter orating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

1800362338

 ${\bf ILLINOIS} \color{red} \color{blue} - {\bf Single} \hspace{0.1cm} {\bf Family} \color{blue} \color{blue} - {\bf Famile} \hspace{0.1cm} {\bf Mae} / {\bf Freddie} \hspace{0.1cm} {\bf Mac} \hspace{0.1cm} {\bf UNIFORM} \hspace{0.1cm} {\bf INSTRUMENT}$

Form 3014 1/01

ITEM 1876L5 (0011) (Page 5 of 11 pages) To Orde

0531208054 Page: 6 of 13

JNOFFICIAL COPY

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

(1100) 979281 MHTT

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

1800362338

Form 3014 1/01

and they will not entitle Borrower to any refund.

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

of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or

affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any

include funds obtained from Mortgage Insurance premiums). mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements and the other party (or parties) to these agreements. These agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and only enter into agreements does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower

provided in the Note. termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate Insurance ends in accordance with any written agreement between Borrower and Lance providing for such termination or until maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make again becomes available, is obtained, and Lender requires separately sengrated payments toward the premiums for Mortgage Mortgage Insurance coverage (in the amount and for the period and Lender requires) provided by an insurer selected by Lender required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be offect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such pay to Lender the amount of the separately designs of payments that were due when the insurance coverage ceased to be in insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost required to make separately designated younents toward the premiums for Mortgage Insurance, Borrower shall pay the required by Lender ceases to be avail of from the mortgage insurer that previously provided such insurance and Borrower was pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage 10. Mortgage Insurance of Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall

acquires fee title to the Propert,, the leasthold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Security Earthment is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower interest, upon notice form Lender to Borrower requesting payment.

Instrument. These arrounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Lender meurs no liability for not taking any or all actions authorized under this Section 9.

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 eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, Instrument or to enforce laws or regulations), or (e) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in Tails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Bottower

0531208054 Page: 7 of 13

UNOFFICIAL COPY

- (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.

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 Proce as 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 Ir trument, 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 comparison.

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.

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.

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.

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.

1800362338

Form 3014 1/01

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

(Page 7 of 11 pages)

0531208054 Page: 8 of 13

JNOFFICIAL COPY

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

(11EM 1876L8 (0011)

1800362338

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

and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require 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

transfer of title by Borrower at a future date to a purchaser.

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the

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

word "may" gives sole discretion without any obligation to take any action.

words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter

conflicting provision. conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by

are subject to any requirements and limitations of Applicable Law. Applicable Law might e. Theirly or implicitly allow the and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until

or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it address, then Borrower shall only report a change of address threach that specified procedure. There may be only one promptly nority Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall Borrower shall constitute notice to all Borrowers unless Applie Law expressly requires otherwise. The notice address shall mailed by first class mail or when actually delivered to Lorrower's notice address if sent by other means. Notice to any one Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for

provided in Section 20) and benefit the successors and assigns of Lender.

unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under

co-signer's consent.

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

0531208054 Page: 9 of 13

UNOFFICIAL COPY

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.

- 19. Borrower's Right to Reinstate 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 unies 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, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this again 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 proclated 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 care given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to take corrective action provisions of this Section 20.

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

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

1800362338

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

Form 3014 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

JNOFFICIAL COPY ☐ Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131

0531208054 Page: 10 of 13

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by

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

and by virtue of the Illinois homestead exemption laws. 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under but only if the fee is paid to a third party for ser aces rendered and the charging of the fee is permitted under Applicable Law. Instrument. Borrower shall pay any record and rosts. Lender may charge Borrower a fee for releasing this Security Instrument, 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

he collateral, Borrower has obtained insurance and collateral, Borrower has obtained insurance and impose in connection with the placement of the insurance, until the ence insurance. The costs of the insurance may be added to Borrower's total outstanding balance insurance may be added to Borrower insurance may be more than the cost of insurance Borrower may be able to obtain on its own insurance may be more than the cost of insurance Borrower may be able to obtain on its own insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the the collateral. Borrower may later cancel any insurance purchased by Londer, but only after providing Lender with evidence Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance

1800362338

Form 3014 1/01

ILLINOIS—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

(1100) 0139781 MBTI

0531208054 Page: 11 of 13

UNOFFICIAL COPY

Security Instrument and in any Rider executed by Borrower and recorded with it. (Seal) Borrower (Seal) Borrower (Seal) (Seal) Borrower (Seal) Borrower
Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower Witness: Witness:
-Borrower -Borrower -Borrower (Seal) -Borrower -Borrower -Borrower -Borrower
-Borrower -Borrower -Borrower (Seal) -Borrower -Borrower -Borrower -Borrower
(Seal) -Borrower -Borrower Witness: Witness:
Witness: Witness:
Witness: Witness:
Witness: Witness:
Witness: Witness:
' C
46
State of Illinois County of COOK This instrument was acknowledged before me on Codolea 25, 2005 (date) by
County of COOK
This instrument was acknowledged before me on October 25, 2005 (date) by
Eduardo OriA and Juanita OriA (name[s] of person[s]).
O. a. a. a. a.
Notary Public
PLIBLIC CAROL A HILL STATE OF COMMISSION EXPIRES 07/09/09

0531208054 Page: 12 of 13

UNOFFICIAL COPY

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this

25th

day of

October 2005 , 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

BankFinancial, F.S.B.

BankFinancial, F.S.B. □15W060 North Frontage Road □ Burr Ridge, IL 60527

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

11830 BROOKDALE COURT ORLAND PARK, IL 60467

[Property Address]

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

(the "Declaration"). The Property is a pan of a planned unit development known as

BROOK HILLS

[Nan.e of Planned Unit Development]

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

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

- A. PUD Obligations. Borrower shall perform all of Borrov et a obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which ereals the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property 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 erm "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

 ${\bf MULTISTATE\ PUD\ RIDER} \\ - {\bf Single\ Family} \\ - {\bf Fannie\ Mae/Freddie\ Mac\ UNIFORM\ INSTRUMENT}$

Form 3150 1/01

1800362338

(Page 1 of 2 pages)

GREATLAND To Order Call: 1-800-530-9393
Fax: 616-791-1131

0531208054 Page: 13 of 13

UNOFFICIAL COPY

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

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

BY SIGNING BELOW, Borrower	accepts and	agrees to the terms and provisions contained in page
1 and 2 of this PUD Rider.	•	
EDUARDO ORIA	(Seal) -Borrower	JUANITA ORIA (Seal
		0,50
	(Seal)	(Seal
	-Borrower	Borrowe
	(Seal)	(Seal
	-Borrower	-Borrowe

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

Form 3150 1/01