# UNOFFICIAL COPHILIPINAL COPHILIPINA COPHILIPIN

Doc#: 0728955112 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 10/16/2007 01:36 PM Pg: 1 of 20

িeturo To:

Firsh Third Mortgage Company 50'1 (ingsley Drive, MD: 1MOb3').
Cincinne' 1 OH 45227

Prepared By:

Fifth Third Mortgac : .ompany 5050 Kingsley Drive MD 1MOB 2X Cincinnati, OH 45263

-|Space Above This Line For Recording Data|

#### **MOF TGAGE**

#### DEFINITIONS

Words used in multiple sections of this document are defined below and cuter words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words use 1 m this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 27, 2007 together with all Riders to this document.

(B) "Borrower" is Kathleen L Withers, an unmarried woman

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is Fifth Third Mortgage Company

Lender is a comporation organized and existing under the laws of the state of Ohio

XXXXX4739

XXXXX4739

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

Form 3014 1/01

Wolters Kluwer Financial Services VMP®-6D(IL) (0401).01

Page 1 of 1:

Initials:

!0301030404364

SUCCESS TITLE SERVICES, INC. 400 Skokie Blvd Ste. 380 Northbrook, IL 60062

1502 02201

a ot

0728955112 Page: 2 of 20

# **UNOFFICIAL COPY**

| Leruer's address is 5050 Kingsley   | Drive, MD 1MOB 2X,   | Cincinnati, OH                           | 45263              |        |
|---|--|--|--------------------|--------|
| Lender is the mortgagee under this Secu   | rity Instrument.   |  |                    |        |
| (D) 'Note 'man's the promissory note s  |  | ed September 27,                         | 2007               | ٠.     |
| The Note states the Borrower owes Len   |  |  |                    |        |
|   |  |  |                    | llars  |
| (U.S. \$91,000.00 ) plus  | interest. Borrower has pron  | nised to pay this debt in                |                    |        |
| Payments and to pay the deltir, full not  |  |  |                    |        |
| (E) "Property" means the property that  |  |  | of Rights in       | the    |
| Property."  | t 13 described below ander   | die neumig Traisier                      | or regimes in      |        |
| (F) "Loan" means the debt evicenced b   | w the Note plus interest a   | ny prenovment charges                    | and late cha       | arces  |
| due under the Note, and all sums du ur  | or thic Security Instrumen   | ny propayment charges<br>t nine interest | · carca route circ | 1500   |
| (G) "Riders" means all Riders to this:  |  |  | r The follow       | wing   |
|   |  | s executed by Bollowe                    | i. The lone        | мшg    |
| Riders are to be executed by Borrower [   | cher. Jux as applicable;   |  |                    |        |
| Adimetable Base Bides ST Conde  | indom Tr day   | Second Home Rid                          | la                 |        |
| Adjustable Rate Rider X Condo   |  |  | EF .               |        |
|   | ed Unit Develorment Rider  |  |                    |        |
|   | kly Payment R. de.   | Other(s) [specify]                       |                    |        |
| ,   | 44   |  |                    |        |
|   |  | X  |                    |        |
| (H) "Applicable Law" means all con  | atrolling applicable feder a   | , state and local state                  | ites, regulat      | ions,  |
| ordinances and administrative rules and   | l orders (that have the effec  | 🤊 🗊 law) as well as all                  | l applicable i     | final, |
| non-appealable judicial opinions.   |  |  |                    |        |
| (I) 'Community Association Dues, Fe   | ees, and Assessments" mea  | ns all tues, fes, asses                  | sments and         | other  |
| charges that are imposed on Borrowe   | er or the Property by a  | condominiur, a sociati                   | ion, homeov        | vners  |
| association or similar organization.  |  | CVA.                                     |                    |        |
| (J) "Electronic Funds Transfer" mes   | ans any transfer of finds.   | other than a trans                       | on originate       | d by   |
| check, draft, or similar paper instrum  |  |  |                    |        |
|   |  | _  |                    |        |
| instrument, computer, or magnetic tape<br>or credit an account. Such term include |  |  |                    |        |
|   |  |  |                    |        |
| machine transactions, transfers initial   | ted by telephone, wire ti  | ansters, and automat                     | ed cicatin         | 10.72¢ |
| transfers.  | 4.4  | •  |                    | //     |
| (K) "Escrow Items" means those items  |  |  |                    |        |
| (L) "Miscellaneous Proceeds" means a  |  |  |                    |        |
| by any third party (other than insurance  |  |  |                    |        |
| damage to, or destruction of, the Proj  |  |  |                    |        |
| Property; (iii) conveyance in lieu of co  | ondemnation; or (iv) misrep  | presentations of, or on                  | iissions as to     | , the  |
| value and/or condition of the Property.   |  |  |                    |        |
| (M) "Mortgage Insurance" means insu   | urance protecting Lender ag  | gainst the nonpayment                    | of, or defaul      | t on,  |
| the Loan.   | -  |  |                    | -      |
| (N) "Periodic Payment" means the reg  | ularly scheduled amount du   | ue for (i) principal and                 | interest unde      | r the  |
| Note, plus (ii) any amounts under Secti-  |  |  |                    |        |
| (O) 'RESPA" means the Real Estate S   |  |  | Nietseα ) aπ       | ati bo |
| implementing regulation, Regulation X   |  |  |                    |        |
| time, or any additional or successor leg  |  |  |                    |        |
| in this Security Instrument, "RESPA" r  | refers to all requirements an  | d restrictions that are i                | mnosed in re       | brene  |
| to a "federally related mortgage loan"  | even if the Loan does not  | malify as a "federally                   | related more       | tasae  |
| loan" under RESPA.  | The state of the s | quarity as a reasonally                  | , Janou IIIOI      | 5.50   |
| WARNESS ASSESSED A S.   |  | \  |                    |        |
|   |  | Initials:                                |                    |        |
|   |  | Initials: XXY                            |                    |        |
| VMP®-6D(IL) (0401).01   | Page 2 of 15   |  | Form 3014          | 1/01   |
|   |  |  |                    |        |

0728955112 Page: 3 of 20

### UNOFFICIAL COPY

(P) Su cessor 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.

#### TRANSFERCA RIGHTS IN THE PROPERTY

This Security Inscrument 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 he Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's accessors and assigns, the following described property located in the County

[Type of Recording Jurisdiction]

of Cook

[Name of Recording Jurisdiction]:

Exhibit A is attached hereto and made a part hereof

Parcel ID Number: 27-24-101-019-1008 7678 159th Place Tinley Park

("Property Address"):

which currently has to e address of [Street]

[City], Illinois 60477

[Zip ( ode)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

VMP®-6D(IL) (0401).01

Page 3 of 15

Form 3014

0728955112 Page: 4 of 20

## **UNOFFICIAL COP**

Success Title Services, Inc. As an Agent for Ticor Title Insurance Company 400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: STS07\_02201

#### SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

UNIT NO. 43 IN LCT 3 IN BREMENTOWNE ESTATES UNIT NO. 7, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DELINEATED ON SURVEY OF LOT 3, WHICH SURVEY IS ATTACHED AS EXHIBIT A 1 TO DECLARATION MADE BY BEVERLY BANK AS TRUSTEE UNDER TRUST NO. 2910 RECORDED IN OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 3xCoot County Clart's Office 21 570 895, DATED AUGUST 3, 1971, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID LOT 3 IN COOK COUNTY, ILLINOIS.

PIN: 27-24-101-019-1008

0728955112 Page: 5 of 20

### UNOFFICIAL COPY

currenc. However, if any check or other instrument received by Lender as payment under the Note or this Security in trument 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, recycled any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as movine regignated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment of partial payments are insufficient to bring the Loan current. Lender nay except any payment or partial payment insufficient to bring the Loan current, without waiver of any rights location or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is policitated to apply such payments at the time such payments are accepted. If each Periodic Payment is upplied 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 with a a assonable 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 outstanding principal balance under the Note immediately prior to fe reclosure. No offset or claim which Borrower might have now or in the future against Lender shall render be Borrower from making payments due under the Note and this Security Instrument or performing the country and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as other ise 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 die. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Sicurity Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Paymen, 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 of no be paid in full. To the extent that any excess exists after the payment is applied to the full payment of only 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.

3. 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

Initials:

0728955112 Page: 6 of 20

### UNOFFICIAL COPY

due for my Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall no his to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's congation 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 provide amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Dorrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revolutive waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, when 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, conect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under PASPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall est material 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

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

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

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

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

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

Initials SU

0728955112 Page: 7 of 20

### UNOFFICIAL COPY

lien, within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Properly Planance. 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 nair tained in the amounts (including deductible levels) and for the periods that Lender requires. What Lend's requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier novilling 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 ser ices; or (b) a one-time charge for flood zone determination and certification services and subsequent corigos 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 Energeticy 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 covera, and discribed above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. I ender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shell cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the coate ats of the Property, against any risk, hazard or liability and might provide greater or lesser coverage that 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. There in unts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interior, 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 have Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies ar a ren swal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premium, and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Leade. for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause ar a 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, 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

Initials: 1/01 Form 3014 1/01

0728955112 Page: 8 of 20

### UNOFFICIAL COPY

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

if Dorrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and relace' 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 what the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise. Porrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount 10 to acceed 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 uncarned premiums paid by Borrower) under all insurance policie 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 o cur f. establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property B. rower 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 role as proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single property in 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 Lender Lender Deprovements on the Property. Lender Lender

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

Initials:

VMP®-6D(IL) (0401).01

Page 7 of 15

0728955112 Page: 9 of 20

### UNOFFICIAL COPY

enormals' 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 an minate 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 adigation 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  $\rho_{\gamma}$ able, with such interest, upon notice from Lender to Borrower requesting

payment.

If this Security Instrument is or a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee units to the Property, the leasehold and the fee title shall not merge unless

Lender agrees to the merger in writing. 10. Mortgage Insurance. If Lende re uired Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to caintain 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 Borrowe 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 In are ice previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage increance 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 cittle separately designated payments that were due when the insurance coverage ceased to be in effect. Len ler will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage courance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in tu'il, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. ender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for use period that Lender requires) provided by an insurer selected by Lender again becomes available, is obt in a lander requires separately designated payments toward the premiums for Mortgage Insurance. It Let der lequired Mortgage Insurance as a condition of making the Loan and Borrower was required to make a parately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the primiting required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve intil Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Bor.ower and Lender providing for such termination or until termination is required by Applicable Law. Not sing it this

Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain loss s ?.

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgag.

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.

Initials:

0728955112 Page: 10 of 20

## JNOFFICIAL COPY

(D) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mo. to go Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may i clude the right to receive certain disclosures, to request and obtain cancellation of the Mortgage List rance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any hartgage Insurance premiums that were unearned at the time of such cancellation or

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

assigned to and shall be poid to Lender

If the Property is (am god, 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 opport nity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that fuch inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single discurrement 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 los, 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 he Property in which the fair market value of the Property immediately before the partial taking, destriction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrumer, im rediately before the partial taking, destruction, or loss in value, unless Borrower and Lender othe wise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of ine Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured roundiately before the partial taking, destruction, or loss in value divided by (b) the fair market valve of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall or 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 it less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, ruless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied o 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

Form 3014 1/01

VMP®-6D(IL) (0401).01

0728955112 Page: 11 of 20

## JNOFFICIAL COPY

to Portower 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 Saxersor 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 of any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, vithout limitation, Lender's acceptance of payments from third persons, entities or Successors in Interex of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 18, my 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 It at ument unless Lender agrees to such release in writing. The covenants and agreements of this Security Ir rument shall bind (except as provided in

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's 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 1 a.v.

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 on Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount nec ssarv to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which evolved 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 principa, the reduction will be treated as a partial prepayment without any prepayment charge (whether or p. c.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.

0728955112 Page: 12 of 20

## JNOFFICIAL COPY

Governing Law; Severability; Rules of Construction. This Security Instrument shall be governor by federal law and the law of the jurisdiction in which the Property is located. All rights and obligg one contained in this Security Instrument are subject to any requirements and limitations of Applicable Lw. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be stient out such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall 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 verse, and (c) the word "may" gives sole discretion without any obligation to

take any action.

17. Borrower's Copy. Borrowf, si all be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property of Peneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal of baneficial interest in the Property, including, but not limited to, those beneficial interests transferred in 20 md 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 Inte est in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Darmer 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 exercise by Lender if such exercise is prohibited by

If Lender exercises this option, Lender shall give Borrov a notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice i, 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 mets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument are enfonced 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 con it ons 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) pa /s all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable \*\*\* x ys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lad, 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, 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

0728955112 Page: 13 of 20

### **UNOFFICIAL COPY**

require in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is service; by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrowe, 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 Bor. over nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant), the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that elleges 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 equirements 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 proposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pressuant 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 sect on 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, poll-lant;, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable c. 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 in ger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or relate of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrow et 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 precaute two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

initials: Form 30

0728955112 Page: 14 of 20

#### UNOFFICIAL COPY

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

Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's reach of any covenant or agreement in this Security Instrument (but not prior to acceleration and. Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the dite specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is 1 of cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forecome the security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' has and costs of title evidence.

- 23. Release. Upon payment of all sums secured by his Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Bo rower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provider Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender my purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay my 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.

Initials:

VMP®-6D(IL) (0401).01

Page 13 of 15

0728955112 Page: 15 of 20

## **UNOFFICIAL COPY**

| BY SIGNING BELOW, Borrower accepts and Security in strument and in any Rider executed by Borrower | agrees to the terms and covenants contained in this rower and recorded with it. |
|---|---|
| Witnesses:  | Attless Scal) Kathleen L Withers Borrower                                       |
| - Co4   | -Borrower   |
| (Seal) -Borrower  | (Seal) -Bottower  |
| -Borrower   | (Seal) -Borrower  |
| (Seal)  | (Seal) -Bottower  |

0728955112 Page: 16 of 20

# **UNOFFICIAL COPY**

STATE OF ILLINOIS, Cook Could Could be stated on hereby certify that Kathken I. Withers

County ss:

a Notary Public in and for said county and state do hereby certify that Kathken I. Withers

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

Given under my hand and official seal, this 27th

ay of September, 2007

My Commission Expires:

Notary Public

Notary Public

Notary Public State of Hintor-My Commission Exp. (85/31/2010)

Initials:

The state of the s

VMP®-6D(IL) (0401).01

Page 15 of 15

0728955112 Page: 17 of 20

# **UNOFFICIAL COPY**

LEGAL DESCRIPTION OF PROPERTY

Borrower Name: Kathleen L Withers

Property Address: 7678 159th 2) are, Tinley Park, IL 60477

Date: 09/27/07

Property Description:

Exhibit A is attached hereto and made a part hereof

0728955112 Page: 18 of 20

## **UNOFFICIAL COPY**

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of September, 2007, 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 serure Borrower's Note to Fifth Third Mortgage Company

(the

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

7678 159th Place
Tinley Park, In 60477
[Property Address]

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

Brementowne Estates
[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 and the Condominium Project's Constituent Documents. The "Constituent Documents" are the (.) 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: (i) Lender waives the provision in

404364739 404364739

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

Form 3140 1/01

Wolters Kluwer Financial Services

VMP®-8R (0411).01

1000 M

Page 1 of 3

Initials: 1

!11201010404

0728955112 Page: 19 of 20

## UNOFFICIAL COPY

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 promut notice of any lapse in required property insurance coverage provided by the master or blun et policy.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be raid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Section y histrument as provided in Section 11.
- **E. Lender'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 (o) (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 other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to  $\epsilon_{ii}$  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 pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

404364739

API.

404364739

VMP 8-8R (0411).01

Page 2 of 3

0728955112 Page: 20 of 20

## **UNOFFICIAL COPY**

| in this Condominium Rider. | we accepts and agree | a to the terms and covenants contained |
|----------------------------|----------------------|--|
| Nathern Fren               | N'MSeal)             | (Seal)                                 |
| Kathleen L Withers         | Sor over             | -Borrow er                             |
|                            | 4                    |  |
|                            |                      | •                                      |
|                            | (Seal)               | (Seal)                                 |
|                            | -Borrower            | -Borrow er                             |
|                            | (Seal)               | (Seal)                                 |
|                            | -Borrower            | -Borrower                              |
|                            | (Cont)               | TS                                     |
|                            | (Seal)<br>-Borrower  | Borrowier                              |
|                            |                      |  |
| 404364739                  |                      | 404364739                              |
| VMP *-8R (0411),01         | Page 3 of 3          | Form 3140 1/01                         |