

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

STEWART TITLE COMPANY
2055-W. Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000

**Report Mortgage Fraud
800-532-8785**

SA# 981535 1st

The property identified as: **PIN: 03-17-113-026-0000**

Address:

Street: 19 West Brookwood Avenue

Street line 2:

City: Arlington Heights

State: IL

ZIP Code: 60004

Lender: Countrywide Bank FSB

Borrower: Kevin E Norris and Annette M Norris

Loan / Mortgage Amount: \$119,500.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 777 seq. because the application was taken by an exempt entity.

Certificate number: 72F8D1FB-2243-4646-A7CB-BFCB1F0242D7

Execution date: 01/30/200

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After Recording Return To:
COUNTRYWIDE BANK, FSB
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
MARILENE DICHOSO
COUNTRYWIDE BANK, FSB

1600 GOLF ROAD, SUITE 600
ROLLING MEADOWS
IL 60008

Property of Cook County Clerk's Office

----- [Space Above This Line For Recording Data] -----

581535 0002020352
[Escrow/Closing #] [Doc ID]

MORTGAGE

MIN 1001337-0003530082-4

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JANUARY 30, 2009, together with this document.

(B) "Borrower" is
KEVIN E NORRIS, HUSBAND AND WIFE AS JOINT TENANTS, AND LINETTE M NORRIS, HUSBAND WIFE AS JOINT TENANTS

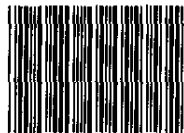
Borrower is the mortgagor under this Security Instrument.

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

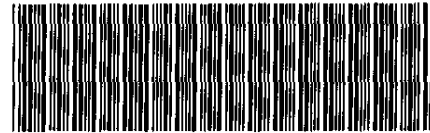
For

MERS Mortgage-IL
1006A-IL (08/08)(d/i)

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(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint Hill, VA 22114, tel. (888) 679-MERS.

(D) "Lender" is

COUNTRYWIDE BANK, FSB

Lender is a FED SVGS BANK

organized and existing under the laws of THE UNITED STATES

Lender's address is

1199 North Fairfax St. Ste.500, Alexandria, VA 22314

(E) "Note" means the promissory note signed by Borrower and dated JANUARY 30, 2009. The Note is for the amount of \$119,500.00. Borrower owes Lender

ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED and 00/100

Dollars (U.S. \$ 119,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments of \$1,000.00 per month, beginning on FEBRUARY 01, 2009, and continuing until the debt is paid in full not later than FEBRUARY 01, 2039.

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

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

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are executed by Borrower [check box as applicable]:

Adjustable Rate Rider

Condominium Rider

Second Home Rider

Balloon Rider

Planned Unit Development Rider

1-4 Family Rider

VA Rider

Biweekly Payment Rider

Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of foreclosure; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns)

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

For

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assigns) and to the successors and assigns of MERS, the following described property located in the
COUNTY of COOK
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 03171130260000 which currently has the address of
19 W BROOKWOOD DR, ARLINGTON HEIGHTS
[Street/City]
Illinois 60004-2513 ("Property Address"):
[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower 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 and 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 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 for the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments for 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 payable to an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment if the payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to accept future payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied payments. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not make such payment within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or setoff 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.

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

For

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2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments 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 they are due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument and then to reduce the principal balance of the Note.

If 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 Payment in the order in which they are due. To the extent that any excess exists after the payment is applied to the Periodic Payment, the excess shall be applied to any late charges due. Voluntary prepayment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayment 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 delay, 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 a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other charges 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) insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance 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 paid by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender the Funds for Escrow Items unless Lender waives its obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived, and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to reimburse Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in writing in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then due under this Section 3.

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

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

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

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

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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 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 or proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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 lien. Within 10 days of the date on which given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's expense and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. The coverage shall cover Lender but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Lender 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 provide to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause naming 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 payment of insurance proceeds 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 is completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse payment of 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 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 expenses. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, if Borrower acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within one year 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 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, impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is in possession of the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value. 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 received 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 series of progress payments as the work is completed. If the insurance or condemnation proceeds are sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such 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 any 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, 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 and 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 pending which may significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over the Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do 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 may include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipe leaks, correct building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take such actions under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender shall have no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall maintain the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was not able to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums for Mortgage Insurance obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Borrower. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any

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date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration of Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the party who 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, 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, but any 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 of 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 set forth in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or 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 is not 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 Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower for 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 Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and warrants that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant an interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requires the party to satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow a party to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement. 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 words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the Lender gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a party and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the 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 less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay the sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may exercise 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 after the date of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify; (c) termination of Borrower's right to reinstate; or (d) 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 expenses for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) take any action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument. 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 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 (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations thereunder shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply if acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (including this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a new 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 may 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 date which payments should be made and any other information RESPA requires in connection with a notice of transfer of the Note. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer 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 or a 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 given the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach an opportunity to the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides for a shorter period, that shorter period shall apply.

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period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take certain action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined by or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction in which the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any remedial action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" is any 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 release of any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything on the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which 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).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by a governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Condition which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spill, 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 on 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.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's default of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless otherwise provided by Law). The notice shall specify: (a) the default; (b) the action required to cure the default, which shall be not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) the date to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the defenses of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on 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 foreclose this Security Instrument by judicial proceeding. Lender is entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this 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, and 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 Borrower hereby releases and waives all rights in the Property by virtue of the Illinois homestead exemption laws.

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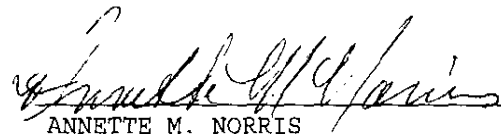
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25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's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

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



KEVIN E. NORRIS



ANNETTE M. NORRIS

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STATE OF ILLINOIS,

I, _____
and state do hereby certify that _____

Kelly Simo

Cook County ss:
a Notary Public in and fo

Wen E. Norris, and Annette M. Norris,
Husband and wife

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of January 2010

My Commission Expires:

10-30-09

Notary Public

Kelly Simo



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SCHEDULE A
ALTA Commitment
File No.: 581535

LEGAL DESCRIPTION

Lot 8 in Chatelaine Subdivision Unit 5, being a subdivision of part of the West half of the Northwest Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, in the Village of Ar Heights, Cook County, Illinois.

Property of Cook County Clerk's Office



Authorized Signature

STEWART TITLE