### Illinois Anti-Predatory Lending Database **Program**

Certificate of Exemption

0916046005 Fee: \$72.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/09/2009 10:23 AM Pg: 1 of 18

Report Mortgag : Fraud 800-532-8785

The property identified as:

PIN: 29-09-219-024-0000

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Address:

Street:

615486 TIEN

14724 S. Wabash Avenue

Street line 2:

City: Dolton

Lender:

First Community Bank and Trust

Borrower: Premier Investors Group, LLC

Loan / Mortgage Amount: \$74,600.00

State: ILO This property is located within Cook County and is exempt from the requirements of 765 ILC; 77,70 et seq. because it is not owner-occupied.

Certificate number: A749D156-5B69-4088-A906-F05E035F4846

Execution date: 06/01/2009

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## **UNOFFICIAL COPY**

[Space Above This Line For Recording Data]
This instrument was prepared by:
NICOLE CRIST, MTG LOAN OFFICER 1111 DIXIE HWY., P.O. BOX 457 BEECHER, JL 60401  When recorded return to: (Name and Address)
FIRST COMMUNITY BANK AND TRUST 1111 DIXIE HWY P.O. BOX 457 BEECHER, JL 60401
DEFINITIONS  MORTGAGE
Words used in multiple sections of this cocument are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.  (A) "Security Instrument" means this document, which is dated
together with all Riders to this document.  (B) "Borrower" is PREMIER INVESTORS GROUP LLC  Porrower is the months of the first section of the section of the months of the section of the
Borrower is the mortgagor under this Security Instrument.  (C) "Lender" is FIRST. COMMUNITY. BANK AND TRUST.  Lender is a CORPORATION
promised to pay this debt in regular Periodic Payments and to pay the debt in full not leter than06-15-2014
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  (F) "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.  (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
□ Adjustable Rate Rider       □ Condominium Rider       □ Second Home Rider         □ Balloon Rider       □ Planned Unit Development Rider       □ Other(s) [specify] DEFAULT         □ 1-4 Family Rider       □ Biweekly Payment Rider       □ RIDER
(H) "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

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

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

ref: 1/2001

Form 3014 1/01

UNOFFI	ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Bankers Systems, Inc., St. Cloud, MV Form MD-1-IL 10/16/2000
Form 3014 1/01	ILLINOIS—Single Family—Famile Mac/Freddie Mac UNIFORM INSTRUMENT
that the Property is unencumoered, except for generally the title to the Property against all claims	BORROWER COVENANTS that Borrower is lawfully encumbrances of record. Borrower warrants and will defend and encumbrances of record.
eafter erected on the property, and all easements, perty. All replacements and additions shall also be is referred to in this Security Instrument as the	TOGETHER WITH all the improvements now or here appurtenances, and fixtures now or hereafter a part of the property."  Property."
60419 ("Property Address"):	DOLTON Illinois
	which currently has the address of
Op Op	
	0000-420-612-60-62 # GI XAT
1 TO THE PLAT RECORDED OCTOBER 1, 1945 AS 10 TO THE NORTH S6 MORTH, RANGE	LOT 5 (EXCEPT THE SOUTH 33 FEET THEREOF AND EXCEPT TOWN AND COUNTRY HOME 5TH ADDITION TO IVANHOE A 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING DOCUMENT 13613069, IN COOK COUNTY, ILLINOIS.
[Name of Recording Jurisdiction]	COUNTY Of COOK
ers coverants and agreements under this security ersby mortgage, grant and convey to Lender and	This Security Instrument secures to Lender: (1) the repayment modifications of the Note; and (ii) the performance of Borrower Instrument and the Note. For this purpose, Borrower does he Lender's successors and assigns, with power of sais, the
	TRANSFER OF RIGHTS IN THE PROPER TY
t due for (i) principal and interest under the Note, it (12 U.S.C. §2601 et seq.) and its implementing be amended from time to time, or any additional inposed in regard to a "federally related mortgage nrigage loan" under RESPA.  has taken title to the Property, whether or not that	Loan.  (N) "Periodic Ptyrient" means the regularly scheduled amount plus (ii) any amounts 1 nder Section 3 of this Security Instrument.  (O) "RESPA" means the Real Estate Settlement Procedures Act regulation, Regulation of regulation in the Estate Settlement Procedures Act auccessor legislation of regulation that governs the same subjusted." refers to all requirer ranks and restrictions that are in "RESPA" refers to all requirer ranks and restrictions that are in "RESPA" refers to all requirer ranks and restrictions that are in "RESPA" refers to all requirer ranks and restrictions that are in "Successor legislation of regulation that are in "Instrument and "Security has assumed Borrower's obligation; under the Note and/or in the later."
	Property. (M) "Mortgage Insurance" means insurance protecting Lendo
nativation to debit or credit an account. Such term retitution to debit or credit an account. Such term teller machine transactions, transfers initiated by ment, award of damages, or proceeds paid by any ages described in Section 5) for: (i) damage to, or proceeds paid by any part of the Property; (iii) conveyance of all or any part of the Property; (iii) conveyance	organization.  (J) "Electronic Funds Transfer" means any transfer of funds, or similar paper instrument, which is initiated through an electromagnetic tape so as to order, instruct, or authorize a financial includes, but is not limited to, point-of-sale transfers, automated elearinghouse transfers, includes, wire transfers, and automated elearinghouse transfers.  (K) "Escrow Items" means those items that are described in Sective Infired party (other than insurance proceeds paid under the covers third party (other than insurance proceeds paid under the covers destruction of, the Property; (ii) condemnation or other taking of in lieu of condemnation; or (iv) misrepresentations of, or on in lieu of condemnation; or (iv) misrepresentations of, or on
cans all dues, fees, assessments and other charges m association, homeowners association or similar	(I) "Community Association Dues, Fees, and Assessments" mithat are imposed on Borrower or the Property by a condominium

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### **UNOFFICIAL COPY**

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

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

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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as ray be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereuncer or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated o 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 funds. Lender may hold such unapplied funds until Borro ver makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which for sorrower 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.

2. Application of Payments or Procee's. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amount, 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 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 apriy any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the

Note shall not extend or postpone the due date, or change the amount, of the Perio no 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) problems 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 to Lender Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 a

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

disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage,

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting

this Section 4.

which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in 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 identiving the lien. Within 10 days of the date on which the lien within 10 days of the date on the base of the date of the lien. 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 Lender, but only so long as Borrower is performing uch 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

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Property, if any, and Community Association. Dues, Fees, and Assessments, if any. To the extent that these items

to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the 4. Charges, Liens. Borrower thall pay all taxes, assessments, charges, fines, and impositions attributable

Borrower any Funds held by Lender.

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

RESPA, but in no more than 12 monthly payments.

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

for the excess fund in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, expenditures of future Escrow Items or otherwise in accordance with Applicable Law. RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of

Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the

this Section 3.

upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, 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 lesseded, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Eor ower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or

not then due.

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

Lender or its agent may make reasonable entries upon and inspections of the Property. It is has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at

the time of or prior to such an interior inspection specifying such reasonable cause.

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

representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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Bankers Systems, Inc., St. Cloud, MM Form MD-1-IL 10/16/2000

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

Form 3014 1/01 repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the

to and shall be paid to Lender.

II. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned premiums that were unearned at the time of such cancellation or termination.

the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have (b) Any such agreements will not affect the rights Borrower has--if any--with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the

for Mortgage Insurance, and they will not entitle Borrower to any refund.

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

arrangement is often termed "captive reinsurance." Further:

or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) anounts that derive from

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

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

incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Morigage Insurance.

Mortgage Insurance reimburses Lender (or any entity that Junchases the Note) for certain losses it may

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, the merger in writing.

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

shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and Any amounts disbursed by Lender this Section 9 shall become additional debt of Borrower secured

all actions authorized under this Section 9.

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

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had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sum's secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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 Waiter. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrumer, granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Soccessors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower of 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 Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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 default, for the purpose of protecting Lender's interest in the Property and rights under this Security

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

(page 7 of 10 pages)

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# Bankers Systems, Inc., St. Cloud, MN Four MD-1-IL 10/16/2000

(base 8 of 10 pases)

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

Form 3014 1/01

shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument; and (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 rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security

notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The rotice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay there sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not

in the Property" means any legal or beneficial interest in the Property including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, incallment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

corresponding neuter words or words of the feminine gender; (3) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

rederal law and the law of the jurisdiction in which the profits and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a 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 Security Instrument or the Note which can be given effect without the conflicting provision.

this Security Instrument.

16. Governing Law; Severability, Kules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in

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 sadtress if sent expressly requires outerwise. The notice address shall be the Property Address unless Borrower's change of substitute notice address of notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifics a procedure for reporting Borrower's change of address, then Borrower's change of address. If Lender specifics a procedure for reporting Borrower's change of address, then Borrower's change of under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by notice to Borrower. In the Applicable Law, requirement will satisfy the corresponding requirement under the Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under their Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under their Security Instrument under the Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under their Security Instrument under the Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under their Security Instrument under the Applicable Law and the Applicable Law requirement will satisfy the corresponding requirement under the Applicable Law and the Applicable Law requirement and the Applicable Law requirement and the Applicable Law and the Applicable Law requirement and the Applicable Law and the

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

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

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 not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly not be construed as a prohibition on the charging of such fee.

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

Neither Borrower for Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the center of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the

notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disporal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of reazardous 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.

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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under 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 date specified in the notice may result in acceleration of the sums secured by this Security Instrument,

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Bankers Systems, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

My Commission expires:  "OFFICIAL SEAL"  "OFFICIAL SEAL"  "OFFICIAL SEAL"
Given under my hand and official seal, this let
I,
STATE OF ILLINOIS, Will County ss:
[Space Below This Line For Acknowl idgn ent]
-Borrower
FELECIA C. DAWKINS, MEMBER -BOITOWET

PREMIER INVESTORS GROUP LLC

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

Instrument and in any Rider executed by Dozlower and recorded with it.

of the insurance. The costs of the rangence may be added to Borrower's total outstanding balance or obligation. 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.

insurance purchased by 1 ender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Bo rower's and Lender's agreement. If Lender purchases insurance for the collateral, any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any protect Borrower's imerests. The coverage that Lender purchases may not pay any claim that Borrower makes or Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of

faction that the state of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all тога хаселийх инистикующих инистикующих инистиких инисти Security Instrument. Borrower shall pay any recordation costs., karden xmny xmargen for the formation of the 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this

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' fees and costs of sums secured by this Security Instrument without further demand and may foreclose this Security before the date specified in the notice, Lender at its option may require immediate payment in full of all a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the

The costs of the insurance may be are than the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING BELOW, Borrower act epts and agrees to the terms and covenants contained in this Security

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

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# **UNOFFICIAL COPY**

PAYMENT RIDER
THIS PAYMENT RIDER is made this 1ST day of JUNE, 2009 and is
incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of
Trust, or Security Deed (the "Security Instrument") of the same date given by the
undersigned ("the Borrower") to secure Borrower's Note to FIRST COMMUNITY BANK AND TRUST, 1171 DIXIE HWY., P.O. BOX 457, BEECHER, IL 60401
the same date and covering the property described in the Security Instrument and located at: 14724 S. WABAST AVENUE, DOLTON, IL 60419
[Property Address]
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the
Security Instrument, Bo rower and Lender further covenant and agree as follows:
A. PERIODIC PAYMENTS OF PRINCIPAL AND INTEREST
The Note provides for periodic payments of principal and interest as follows:
3. PAYMENTS
(A) Periodic Payments
I will pay principal and interest by making periodic payments when scheduled:
☐ I will make payments of \$
each on the
of each
59 MONTHLY PAYMENTS OF \$556.62 BEGINNING 07-15-2000.
SO INCIDENT ATTRICATO OF \$330,02 BEGRANING 07-13-2301).
<del>///</del> /
In addition to the payments described above, I will pay a "Palloon Payment" of \$ 69,075.65 on 06-15-2014
will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This
notice will state the Balloon Payment amount and the date that it is due.
(B) Maturity Date and Place of Payments
I will make these payments as scheduled until I have paid all of the principal and interest
and any other charges described below that I may owe under this Note. My periodic
payments will be applied to interest before Principal. If, on .Ub-15-2014
still owe amounts under this Note, I will pay those amounts in full on that date, which is
called the "Maturity Date."
I will make my periodic payments at1111 DIXIE HWY., P.O. BOX 457, BEECHER, IL 60401
Per
or at a different place if required by the Note Holder.
MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)
Bankers Systems, Inc., St. Cloud, MN_Form_MPFR-PR_6/15/2004
ef: MPFR-MN (page 1 of 2 pages)

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Uniform Covenant 3 of the Security Instrument is waived by Lender.

Bankers Systems, Inc., St. Cloud, MN Form MPFR-PR 6/15/2004 (2 pages)	
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(Seal)	
FELECTA C. DAWKINS, MEMBER -Borrower	
In this Payment Aider.	
BY SIGNING PELOW, Borrower accepts and agrees to the terms and covenants contained in this Payment Rider.	
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### **UNOFFICIAL COPY**

#### **DEFAULT RIDER**

THIS DEFAULT RIDER is made on <u>June 1, 2009</u> is incorporated into and shall be deemed to amend and supplement the Mortgage or Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note, of the same date, to FIRST COMMUNITY BANK AND TRUST, organized and existing under the laws of the State of Illinois (the "Lender") and covering the property described in the Security Instrument and located at:

### 14724 S. Wabash Avenue, Dolton, IL 60419 (Property Address)

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

- A. Event of Default. Any one or more of the following shall be an Event of Default: Borrower will be in default if any party obligated on the Loan fails to make payment of principal and/or interest when due; Borrower will be in default if a breach occurs under the terms of the Security Instrument or any other document execute for the purpose of creating, securing or guarantying the Loan; a good faith belief by the Lender that Lender at any time is insecure with respect to any person or entity obligated on the Loan or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- B. Rights and Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter, Lender, a Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option to accelerate the indebtedness in accordance with Section 22 of the Mortgage

Collect rents. Lender shall have the right to take possession of the Property and collect Rents in accordance with the 1-4 Family Rider, Assignment of Rents.

Mortgagee in possession. Lender shall have the right to be placed as mortgage in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgage in possession or the receiver may serve without bond, if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of

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Property of Cook County Clerk's Office rd provisions in this Default Rider.

BK ZICHING BETOM' BOLLOMEL SECEPTS SUG SELECE to the terms and

Security Instrument. Instrument and Lender may invoke any of the remedies permitted by the

agreement in which Lender has an interest shall be a breach under the Security C. Cross-Default Provision. Borrower's default or breach under any note or

by Lender shall not disqualify a person from serving as a receiver. the Property exceeds the indebtedness by a substantial amount. Employment

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### **UNOFFICIAL COPY**

## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 1ST day of JUNE, 2009 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST COMMUNITY BANK AND TRUST, 1111 DIXIE HWY. P.O. BOX 457, BEECHER, IL 60401

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 14724 5. WARASH AVENUE, DOLTON, IL 60419

#### [Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londer further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUFJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whats never now or hereafter located in, on, or used, or intended to be used in connection with the Proprity, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, corm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the lease lol's estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

Wolters Kluwer Financial Services VMP ® -57R (0811) Page 1 of 3 Initials:

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- E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Fronerty. Upon the assignment, Lender shall have the right to modify, extend or terminate are existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Fents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, incurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender

from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORMCHNSTRUMENT Initials: Form 3170 1/01

VMP \*-57R (0811)

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## **UNOFFICIAL COPY**

	.M	in this 1-4 Family Rider. PREMIER INVESTORS GROUP LLC
(Seal)	W (Seal)	far somme
-Borrower	-Borrower	FELECIA C. PANYINS, MEMBER
		000
(Seal)	(Seal)	
-Borrower	-Borrower	
	C	
(Seal)	(Seal)	
-Borrower	-Borrower	
Clare	9	

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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