MAILY9 JL MICHAEL COPY

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

Certificate of Exemption



Doc#: 1011335014 Fee: \$170.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/23/2010 09:33 AM Pg: 1 of 30

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 17-22-304-026-0000

Address:

Street:

1629 S. PRAIRIE AVENUE UNIT 1806

Street line 2:

City: CHICAGO

State: IL

Lender: BANK OF AMERICA, N.A.

Borrower: JACK BLAINE AND FEN ZHUANG

Loan / Mortgage Amount: \$220,000.00

of Courts This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 7A8BB18C-BD41-4AE1-A563-369F41044C54

Execution date: 04/19/2010

-- 1011335014 Page: 2 of 30

### INOFFICIAL CO

Return To: LOAN # 0851404172

TX2-979-01-07

ATTN: RECONTRUST CO., NA.

P.O. BOX 619003

DALLAS, TX 75261-9003

Prepared By: MICHELE SHANK

BANK OF AMERICA, N.A.

900 W. TRADE STREET GATEWAY VILLAGE, 3RD FLOOR CHARLOTTE, NC 28255-0001

[Space Above This Line For Recording Data] 2081249MTCJLOWERY

LOAN # 0851404172

MORTGAGE

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

(A) "Security Instrument" means this document, which is dated APRIL 19, 2010

together with all Riders to this do (B) "Borrower" is FEN ZHUANG IND JACK BLAINE

wife and husband

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is BANK OF AMERICA, N.A. (C) "Lender" is

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA

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

-6(IL) (0811)

Page 1 of 15



- 1011335014 Page: 3 of 30

# **UNOFFICIAL COPY**

Lender's address is 900 W. TRADE STREET, GATEWAY VILLAGE, 3RD FLOOR, CHARLOTTE, NC 282550001
Lender is the mortgagee under this Security Instrument.  (D) "Note" means the promissory note signed by Borrower and dated TWO HUNDRED TWENTY THOUSAND AND 00/100 The Note states that Borrower owes Lender TWO HUNDRED TWENTY TOUSAND AND Dollars
(U.S. \$ 220,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2040 (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  (F) "Losa" 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 Balloon Rider Planned Unit Development Rider VA Rider  Second Home Rider 1-4 Family Rider Other(s) [specify]
(H) "Applicable Law" means all controlling applicable federal, state and local stantes, regulations, or missions and administrative rules and orders (that have the effect of law) as well as all applicable final con-appealable judicial opinions.  (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association of miliar organization.  (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar p per instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transfers initiated by telephone, wire transfers, and automated clearinghouse transfers these items that are described in Section 3.  (K) "Escrow Items" means those items that are described in Section 3.  (L) "Miscellaneous Proceeds" means any compansation, settlement, award of damages, or Droceeds paid by any third party (other than instruction proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Freperty.  (M) "Mortgage Insurance" means the regularly scheduled amount due Con (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security naturement.  (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S. Section 2601 et seq.) (iii) consequence in the time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements an
-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 2 of 15 -Form 3614 1/01

1011335014 Page: 4 of 30

### UNOFFICIAL CO

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the [Type of Recording Jurisdiction] COUNTY [Name of Recording Jurisdiction]:

of COOK

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

O COP OF Parcel ID Number: 172230492500uu, 122 1040620000 1629 SOUTH PRAIRIE AVENUE 1309/GU168 CH1CAG0

which currently has the address of [Zip Code] [City] Illinois 60616

("Property Address"):

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to consumm 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, as d Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by h. Note and any prepayment charges and late charges due under the Note. Borrower shall also pay firmes for Escrow Items pursuant to Section 3. Payments due under the Note and this Secu ity

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

**-6(IL)** (0611)

Pege 3 of 15

MO 37 Form 3014 1/1.

1011335014 Page: 5 of 30

### UNOFFICIAL COPY

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 may 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 hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such papplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do within a reasonable period of time, Lender shall either apply such funds or return them to Best wer. 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 Borrower might have nov or it the future against Lender shall relieve Borrower from making payments due under the Note and 33 Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Applicatica of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accept and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to 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 charge due, the payment may be applied to the delinquent payment and the late charge. If more the care Periodic Payment is outstanding, Lender may apply any payment received from Borrower to ne repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To une extent that any excess exists after the payment is applied to the full payment of one or more I eriodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic

Payments.

3. Funds for Escrow Items. Borrower shall pay to Lende on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Fund", ) to provide for payment of amounts due for. (a) taxes and assessments and other items which can read priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasthe'd payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments 2 my, be escrowed by Borrower, and such dues, fees and assessments shall be an Escri w Item.

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

-**5(IL)** (0811)

1011335014 Page: 6 of 30

### UNOFFICIAL CO

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such vocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender un ler this Section 3. to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lead a an require under RESPA. Lender shall estimate the amount of Funds due on the basis of curre, de a and reasonable estimates of expenditures of future Escrow Items or otherwise in

accordanc with Applicable Law.

The Fund's 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 Joueral Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time perified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in virting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without of arge, an annual accounting of the Funds as required by RESPA

If there is a surplus of Funds held in escrow codefined under RESPA, Lender shall account to Borrower for the excess funds in accordance v th R SPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall posity 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 equired by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficier cy in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instru-out. Lender shall promptly

refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charger, fines, and impositions attributable to the Property which can attain priority over this Security in trument, leasehold payments or ground rents on the Property, if any, and Community Association Pues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower stall 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 nen in

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

-\$(IL) (0811)

man 1 7 8 Form 3014 1.41

--1011335014 Page: 7 of 30

### UNOFFICIAL COPY

a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible Evels) and for the periods that Lender requires. What Lender requires pursuant to the preceding contences can change during the term of the Loan. The insurance carrier providing the insurance st all 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 Loca, eigen (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one time charge for flood zone determination and certification services and subsequent charges eac's time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the rederal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails of maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's ortion and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect B are wer, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or riskility and might provide greater or lesser coverage than was previously in effect. Borrower acknewledges that the cost of the insurance coverage so obtained might significantly exceed the cost of its rance 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 near interest at the Note rate from the date of disbursement and shall be payable, with such rucerest, upon notice from Lender to Borrower

requesting payment.

All insurance policies required by Lender and renow is of such policies shall be subject to Lender's right to disapprove such policies, shall include a star deed 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, Borrowe snall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower of ains any form of insurance coverage, not otherwise required by Lender, for damage to, or descriction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as an integrage and/or as an

additional loss payce In the event of loss, Borrower shall give prompt notice to the insurance confer 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 it strance 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

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

-**6(IL)** (0811)

OLD 1-3 Form 3014 1/1

-1011335014 Page: 8 of 30

### UNOFFICIAL COPY

restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 he claim. The 30-day period will begin when the notice is given. In either event, or if Lender 2 quires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) By mover's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the local or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property has ofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proces's either to repair or restore the Property or to pay amounts unpaid under the Note or this Security In trument, whether or not then due.

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borro ver 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 prome dy repair the Property if damaged to avoid further deterioration or damage. If insurance or conner na ion proceeds are paid in connection with damage to, or the taking of, the Property, Borrower and be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration

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

8. Borrower's Loan Application. Borrower shall be in default if, curing the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or

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

**VOID** -**€(IL)** (0011)

Interes 4 72 Form 3014 1/61

1011335014 Page: 9 of 30

### UNOFFICIAL COPY

with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning

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

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

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

Borrower requesting partial at.

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

merge unless Lender agrees to une merger in writing

10. Mortgage Insurance. If sender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiuns equired to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance Cov rage required by Lender ceases to be available from the mortgage insurer that previously provided such a surance and Borrower was required to make separately designated payments toward the pri miunis for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substratively 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 metrage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not swalable, Borrower shall continue to pay to Lender the amount of the separately designated paymer is 'hat were due when the insurance coverage ceased to be in effect. Lender will accept, use a 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 vaid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss marries. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in he amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiu as for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for

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

46(IL) (0811)

Internal 190 FE -

Form 3014 1/07

1011335014 Page: 10 of 30

### JNOFFICIAL COPY

Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's 1 yments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, reducing losses. It such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often to ne' "captive reinsurance." Further:

(\*) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount for ower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Injurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Martgage Insurance, to have the Mortgage Insurance terminated automatically, and/o. To coeve a refund of any Mortgage Insurance premiums that were unearned at the time of such concellation or termination.

11. Assignment of Mir ellar eous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be raid to Lender.

hereby assigned to and shall be paid to Lender.

If the Property is damaged, and Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration of repair is economically feasible and Lender's security is not lessened. During such repair and resoration period, Lender shall have the right to hold such not lessened. During such repair and resoration period, Lender shall have the right to hold such not lessened. not lessened. During such repair and resortation period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has in 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 estortion 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 Miscellar coul Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellar coul Proceeds. If the restoration or repair is not economically feasible or Lender's security would be seened the Miscellaneous Proceeds shall pay porrower any interest or earnings on such Miscellan ous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be be send, 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 Process's 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 Proceedy, 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.

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 Lendar wherewise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the in writing, the sums secured by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair

RLUNOIS - Single Family - Famile Mae/Freddle Mec UNIFORM INSTRUMENT

4(IL) (0811)

Page 9 of 15

Instant 1/0°

1011335014 Page: 11 of 30

## **UNOFFICIAL COPY**

market value of the Property immediately before the partial taking, destruction, or loss in value.

market value of the Property immediately before the partial taking, destruction, or loss in value of the Property in which the fair In the event of a partial taking, destruction, or loss in 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 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 Leader to Borrower that the Constant Party (as defined in the next sentence) offers to make an award to settle a claim for

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 refault 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 important of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Affectioneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in Sorder provided for in Section 2.

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

ngnt or remedy.

13. Joint and Several Liability; signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligation and liability shall be joint and several. However, any Borrower who co-signs this Security lastr men but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only of 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

in the property under the terms of this Security Instrument; (a) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agains that Lender and any other Borrower can agree to extend, modify, forbear or make any acconstructions with regard to the terms of this Security Instrument or the Note without the co-signer's causer.

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 I ender released from Borrower's obligations and liability under this Security I strument unless Lender agrees to such release in writing. The covenants and agreements of this S curity Instrument shall bind (except as provided in Section 20) and benefit the successors and as my s of Lender.

ound (except as provided in Section 20) and benefit the successors and as my so it Lender.

14. Loan Charges. Lender may charge Borrower fees for services reformed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in his Security valuation to charge a specific fee to Borrower shall not be construed as a prolibition on the

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

-8(PL) (0811)

10 7 2 Form 3014 1/0:

1011335014 Page: 12 of 30

### UNOFFICIAL CC

charging of such fee. Lender may not charge fees that are expressly prohibited by this Security

Instrument or by Applicable Law.

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

constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice a dress 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 perifies 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 to r by mailing it by first class mail to Lender's address stated herein unless Lender has designated to other address by notice to Borrower. Any notice in connection with this Security Instrument shall but be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law equirement will satisfy the corresponding requirement under this Security

16. Governing Law Soverability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be ment, but such silence shall not be construed as a prohibition against agreement by contract. In the count 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 care a given effect without the conflicting provision.

Security Instrument or the Note which car . . given effect without the conflicting provision.

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

obligation to take any action.

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

Instrument

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

Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is soid a ransferred) without Lender's prior written consent, Lender may require immediate payment in the could sum secured by this Security Instrument. However, this option shall not be exercised by Leader if such exercise

is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If

ILLINOIS - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT

-6(IL) (0611)

white \$ 1.8 Form 3014 1/01

1011335014 Page: 13 of 30

### **UNOFFICIAL COPY**

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument (b) with a security Instrument (b) with a security Instrument (c) with a security Instrument (d) with a security Instru Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless a otherwise provided under Applicable Law. Lender may require that Borrower pay such cherwise provided under Applicable Law. Lender may require that Borrower pay such chiral transfer that Borrower pay such chiral transfer that Borrower pay such check, it is a selected by Lender. (a) instatement sums and expenses in one or more of the following forms, as selected by Lender. (a) instatement sums and expenses in one or more of the following forms, as selected by Lender. (a) instatement sums and expenses in one or more of the following forms, as selected by Lender. (a) instatement sums and expenses in one an institution whose deposits are insured by a federal provided any such check is drawn upon an institution whose deposits are insured by a federal instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by this Security Instrument and obligations secured hereby shall remain fully effective as if no ar elevation had occurred. However, this right to reinstate shall not apply in the case of no ar eleration had occurred. However, this right to reinstate shall not apply in the case of

acceleranc, under Section 18.

20. Sele of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Now (together with this Security Instrument) can be sold one or more times without prior notice to Branwer. A sale might result in a change in the entity (known as the "Loan Servicer") that contects Periodic Payments due under the Note and this Security Instrument and performs other mortgage than 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 coange of the Loan Servicer, Borrower will be given written notice of the change which will state the same 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 solv and thereafter the Loan is serviced by a Loan Servicer other transfer of servicing. If the Note is solve and thereafter the Loan is serviced by a Loan servicer other than the purchaser of the Note, the mortiage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred or a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may communice, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions either an individual litigant or the member of a class) that arises from the other party's actions

pursuant to this Security Instrument or that alleges has the other party has breached any provision of, or any duty owed by reason of, this Security is truent, until such Borrower or Lender has or, or any unity owen by reason of, this security restorted, that such bollower of 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 here of a rasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must clapse before certain action can be taken, that time period will be deened to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to the given to Possesses and provides a size of acceleration and opportunity to the content of acceleration and opportunity to the this paragraph. The notice of acceleration and opportunity to care given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed

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

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

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

-8(IL) (0811)

man 3014 1/01

1011335014 Page: 14 of 30

### **UNOFFICIAL COPY**

removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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, ischarge, 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 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 Ervironmental Law. Nothing herein shall create any obligation on Lender for an

Environmental Ceanup.

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 b each 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 dualit; (b) the action required to cure the default; (c) a date, not less than 30 days from the tate 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 sume cared by this Security Instrument, foreclosure by judicial proceeding and sale of the Propert. To notice shall further inform Borrower of the right to reinstate after acceleration and the 1ght to assert in the foreclosure proceeding the non-existence of a default or any other offer e of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums see ared by this Security Instrument without further demand and may foreclose this Security for arument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in a raining the remedies provided in this Section 22, including, but not limited to, reasonable attorn sy 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 revitation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the ce is paid to a third party for

services rendered and the charging of the fee is permitted under Appli able law.

24. Waiver of Homestead. In accordance with Illinois law, the Box or hereby releases and

waives all rights under and by virtue of the Illinois homestead exemption la vs.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with 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 coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against

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

-\$(IL) (0011)

Page 13 of 1

mitted 7.2 Form 3014 1/6

1011335014 Page: 15 of 30

# **UNOFFICIAL COPY**

Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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

Vitnesses:	1 .
	June Blan (Seal)  Borrower
O CONTRACTOR OF THE PARTY OF TH	FEN ZHUANG (Seal) BORTOWER
(Seal)	(Seal) _Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal)	*DUITUWGE
ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIF Pa -5(IL) (0811) CYLL 04/13/10 2:12 PM 0851404172	FORM INSTRUMENT  spe 14 of 15  Form 3014 1/07

1011335014 Page: 16 of 30

### **UNOFFICIAL CC**

County ss: , a Notary Public in and for said county and

Jack Blaine, married

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

Given under my hand and official seal, this

day of april 2010

My Commission Expires: 11 24 2013

NSTRUMENT Industrial And April 1/01 ILLINOIS - Single Family - Fannie Mae/Freddie Mec UNIFORM INSTRUMENT

1011335014 Page: 17 of 30

# **UNOFFICIAL COP'**

County ss: , a Notary Public in and for said county and

Fen Zhuang, married

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes Given under my hand and official seal, this 19 day of Opril 2010 therein set forth.

My Commission Expires: 11 24 203

birde

**4(fL)** (0611)

CVIL 04/13/10 2:12 PM 0851404172

"STRUMENT To Box of The Total Till

1011335014 Page: 18 of 30

### **UNOFFICIAL COPY**

FILE NO.: 2081249

PARCEL 1:

UNIT 1806 AND GU-168 IN THE 1600 MUSEUM PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE 66 FOOT WIDE EAST 18TH STREET WITH THE EAST LINE OF THE 66 FOOT WIDE SOUTH PRAIRIE AVENUE; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, AFORESAID, 404.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, AFORESAID, 219.04 FEET TO THE NORTHWEST CORNER OF LOT 1 IN E.L. SHERMAN'S SUBDIVISION OF LOTS 4, 5 AND 6 IN BLOCK 1 OF CLARKE'S ADDITION AND LOT 1 IN BLOCK 1 AND THE WEST HALF OF BLOCK 2 OF SUBDIVISION OF 49 1/2 ACRES SOUTH OF AND ADJOINING THE NORTH 20.90 ACRES OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF LOT 1 IN E.L. SHERMAN'S SUBDIVISION, AFORESAID, 119.65 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY AS FIXED BY AGREEMENT RECORDED OCTOBER 20, 1941 AS DOCUMENT NUMBER 12778000 AND BY A COUNTERPART AGREEMENT RECORDED DECEMBER 6, 1941, AS DOCUMENT NUMBER 12806262; THENCE SOUTH 16 DEGREES 48 MINUTES 27 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FIXED BY AGREEMENT, 57.74 FZET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 27 DEGREES 20 MINUTES 27 SECONDS EAST ALONG THE LAST MENTIONED WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, 175.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 90.34 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, 7.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 126.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### AND

THE PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO C'IY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LAND PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 7 AND 12 IN ASSESSORS DIVISION OF LOTS 1, 2, AND 3 IN BLOCK 1 CF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH 00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 12 AND 7, A DISTANCE OF 84.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 58.26 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 14 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 94.49 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 12, AS A POINT 101.28 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF

1011335014 Page: 19 of 30

### **UNOFFICIAL COPY**

File No.: 2081249

101.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR 1600 MUSEUM PARK CONDOMINIUM MADE BY 1600 MUSEUM PARK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 0835010078, AS AMENDED FROM TIME TO TIME, TOGSTHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT 70 USE STORAGE SPACE S-127, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0835010078.

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTED AND TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM."

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

1011335014 Page: 20 of 30

### **UNOFFICIAL COPY**

LOAN # 0851404172

### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 19TH day of APRIL, 2010 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 Adjustable Rate Note (the "Note") to BANK OF AMERICA, N.A.

"Lender") of the same date and covering the Property described in the Security Invaryment and located at: 1629 SOUTH PRAIRIE AVENUE 1806/GU168, CHICAGO, IL 60818

#### (Property Address)

THIS TO'LE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTERSOT RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST PATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTERES, FATE WILL RESULT IN LOWER PAYMENTS.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES %. The Note The Note provides for an initial interest rate of 3.500 provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMEN'S CHANGES

(A) Change Dates

The interest rate I will pay may change on the FIRST day of MAY, 2015 , and on that day every 12TH month interest rate could change is called a "Change Date." month thur after. Each date on which my

(B) The Index Beginning with the first Change Date, my interest rate will be beset on an Index. The "index" is:

MGNR 04/13/10 2:12 M 0851404172 MULTISTATE ADJUSTABLE RATE RIDER - Single Family Page 1 of 6 VMP Mortgage Solutions, Inc. (800)521-7291

1011335014 Page: 21 of 30

### **UNOFFICIAL COPY**

THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

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

(C) Calculation of Changes
or, ore each Change Date, the Note Holder will calculate my new interest rate by
mainted (1) 250 %) to the Current Index. The Note molder will use industry
the result of this addition to the Nearest X Next Highest Next Lowest
ONE-EIGHTH (F ONE PERCENTAGE POINT ( 0.125 %). Subject
to the limits stared in Section 4(D) below, this rounded amount will be my new interest
to the limits stated in Section 4(D) below, this rounded arroant will be in
rate until the next Clance Date.
The Note Holder with then determine the amount of the monthly payment that would
be sufficient to repay the 'upaid principal I am expected to owe at the Change Date in
full on the meturity date it my new interest rate in substantially explain paymonts.
result of this calculation will be the new amount of my monthly payment.
Interest-Only Period
The "Interest-only Period" is for period from the date of this Note through  For the interest-raty period, after calculating my new interest
For the literest tilly balloc, area the smount of the monthly
rate as provided above, the Note Holder vill then determine the amount of the monthly
payment that would be sufficient to pay the interest which accrues on the unpaid
payment that would be surricised to pay payment that would be surricised of my loan. The result of this calculation will be the new amount of my monthly
the taken will also a determine the amount of the monthly paying it much would be derived.
As were as the command associated that I am expected to owe at the cital to better it too or the
Maturity Date at my new interest rate in substantially equal payment. The result of this
calculation will be the new amount of my monthly payment.
CERCUIANOLI AAIII DO NIO 1904. PRILAMINI A
<b>/</b>
*

Page 2 of 6

NIGHR 04/13/10 2:12 PM 0851404172

1011335014 Page: 22 of 30---

# **UNOFFICIAL COPY**

(D) Limits on Interest Rate Changes	ara will he no
( Please check appropriate boxes; If no pox is cliecked, the	CLE MIII NO 110
	Date will not be
(2) The interest rate   am required to pay at the hist change	%
(3) My interest rate will never be increased or decreased on a	thy single change
	rate of interest i
nercentage points (	(SIE OF HITCH CO.
have been paying for the preceding period.	%, which is
(4) My interest rate will never be greater man 0.000	75, VALUETI 13
called the "Maximum Rate."	%, which is
5) My interest rate will never be less than	76, WHICH 13
-II-4 4- "Rining on Pata"	4-
I say the say of bolige than the initial interest (8	III.
Y 77 Top interest rate I am required to pay at the first Change	2.250 %
Therester, my interest rate will never be increased or decrea	Sec on any surgice
Change Date by more than TWO	
neccentage points ( 2.00	•
from the rate of interest I have been paying for the preceding	period.
(E) Effective Date of Changes	
" A A A A A A A A A A A A A A A A A A A	te, I will pay the
	MAINTAIN
the Change Date until the amount of my nonthly payment changes again	L
(F) Notice of Changes	in interest
	les in this interest
and telephone number of a person who will answer any crestion ! m	ay have regarding
the notice.	
16	<b>)</b>

Page 3 of 6

MGNR 04/13/10 2:12 PM 0851404172

1011335014 Page: 23 of 30

### **UNOFFICIAL COPY**

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

(1) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE
INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM
COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B(2)
BELOW SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF
THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

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

at a future date to a purchaser.

the long any part of the Property or any Interest in the Property is sold or transfer, ad or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is promoted by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate he intended transferee as if a new loan were being made to the transferee; and up Lender reasonably determines that Lender's security will not be impaired by the Lor, assumption and that the risk of a breach of any covenant or agreement in this Sco. ity Instrument is acceptable to a reasonable

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

Page 4 of 6

Lender releases Borrower in writing.

MONR 04/13/10 2:12 PM 0851404172

1011335014 Page: 24 of 30

### **UNOFFICIAL COPY**

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

(2) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 8 OF THE SECURITY INSTRUMENT SHALL READ AS FOLLOWS:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. AS USED AN THIS SECTION 18, "INTEREST IN THE PROPERTY" MEANS ANY LEGAL OR BEALET LAW INTEREST IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE BENEFICEN INTERESTS TRANSFERRED IN A BOND FOR DEED, CONTRACT FOR DEED, INSTALLMENT TALES CONTRACT OR ESCROW AGREEMENT, THE INTENT OF WHICH IS THE TRANSFER OF TITLE BY BORROWER AT A FUTURE DATE TO A PURCHASER.

IF ALL CO ANY PART OF THE PROPERTY OR ANY INTEREST IN THE PROPERTY IS SOLD OR TRANSFERGED (OR IF BORROWER IS NOT A NATURAL PERSON AND A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) WITHOUT LENDER'S PRIOR WRITTEN CONSENT LENDER MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. HOWEVER, THIS OPTION SHALL NOT BE EXERCISED BY LENGTH IF EXERCISE IS PROHIBITED BY APPLICABLE LAW.

IF LENDER EXERCISES 1213 OPTION, LENDER SHALL GIVE BORROWER NOTICE OF

ACCELERATION. THE NOTICE S.IAIL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GOVEN IN ACCORDANCE WITH SECTION 15 WITHIN WHICH BORROWER MUST PAY ALL SUMS SPUNTED BY THIS SECURITY INSTRUMENT. BORROWER FAILS TO PAY THESE SUMS FRIOR TO THE EXPIRATION OF THIS PERIOD, LENDER MAY INVOKE ANY REMEDIES PERMIT ED BY THIS SECURITY INSTRUMENT Tr. A.

MGNR 04/13/10 2:12 PM 0851404172 WITHOUT FURTHER NOTICE OR DEMAND ON BURNAWER.

Page 5 of 6

1011335014 Page: 25 of 30

# **UNOFFICIAL COPY**

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

2/2/2	(Seal)
JACK BLAINE	-Borrower
Jex BLAINE Ten Huans	(Seal)
TEM HIMMY	-Borrower
0	(Seal)
	-Borrower
90	(Seal)
	-Borrower
	(Seal)
	-Borrower
Ox	(Seai)
	-Borrower
C	(Seal)
	-Borrower
94	(Seal)
	-Borrower
9/,	
BS899R (0402) Page 6 of C	MONR 04/13/10 2:12 PM 0851404172
	7.6
	·Co
	CV

1011335014 Page: 26 of 30

# UNOFFICIAL COPY

LOAN # 0851404172

### CONDOMINIUM RIDER

APRIL, 2010 THIS CONDOMINIUM RIDER is made this 19TH day of 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 intersigned (the "Borrower") to secure Borrower's Note to DALK OF AMERICA, N.A.

டு என்ற of the same date and covering the Property described in the Security Instrument and located at: 1629 SOUTH PAIRIE AVENUE 1806/GU168

CHICAGO, IL 61616

[Property Address]

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

Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall parfe m all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent do un ints. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

Page 1 of 3

BS8R (0811)

Wolters Kluwer Financial Services MORC 04/13/10 2:12 PM 0851-0417

1011335014 Page: 27 of 30

### UNOFFICIAL COPY

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed sa isfied to the extent that the required coverage is provided by the Owners Association policy.

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

Parto ver shall give Lender prompt notice of any lapse in required property insurance

coverage to rided by the master or blanket policy.

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

the excess, if any, pa d tr) Parrower.

C. Public Liabling Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance

policy acceptable in form, all nount, and extent of coverage to Lender.

D. Condemnation. The pockeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, the par of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lei der to the sums secured by the Security

Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower sarai not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominian Project, except for abandonment or termination required by law in the case of subclantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Docume to if the provision is for the express benefit of Lender; (iii) termination of professional mane on ment and assumption of self-management of the Owners Association; or (iv) any act on which would have the effect of rendering the public liability insurance coverage mainterned by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UN. COF. M INSTRUMENT MORC 04/13/10 2:12 PM 08514041/2 Page 2 of 3 BS8R (0811)

1011335014 Page: 28 of 30

# **UNOFFICIAL COPY**

interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider. (Seal) -Borrower (Seal) -Borrower \_\_\_ (Seal) -Borrower \_\_\_(Seal) -Borrower (Seal) -Borrower \_\_\_ (Seal) -Borrower (Seal) -Borrower \_\_\_ (Seal) -Borrower MORC D4/13/10 2:12 PM 0851404172 Fannie Mae/Freddie Mac UNIFORM MULTISTATE CONDOMINIUM RIDER - Single Faintly INSTRUMENT Page 3 of 3 BS8R (0811)

1011335014 Page: 29 of 30

### **UNOFFICIAL COPY**

#### SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 19TH day of APRIL, 2010, 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," whether there are one or more persons undersigned) to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Incoment (the "Property"), which is located at: 1629 SOUTH PRAIRIE AVENUE 1600; GU168, CHICAGO, IL 60616

#### [Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and cerider further covenant and agree that Sections 6 and 8 of the Security Instrument are diseased and are replaced by the following:

6. Occupancy. Someway shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timeshaming or other shared ownership arrangement or to any rental pool or agreement the requires Borrower either to rent the Property or give a management firm or at vicing person any control over the occupancy or use of the Property.

8. Borrower's Loan Application. Borrower's 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 of consent gave materially false, misleading, or inaccurate information or sistements 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 record home.

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Fred in Mac UNIFORM INSTRUMENT

Page 1 of 2

Wolters Kluwer Financial Services M653 04/13/10 2:12 Fit 0851404172

BS365R (0811)

1011335014 Page: 30 of 30

# **UNOFFICIAL COPY**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

•	
$\Lambda$ $I$ $M$	(Seal)
Jan Blam J Fen Zhuby	-Borrower
ACK LAINE	
V Zan 2/118-	(Seal)
I'm Ennany	-Вопожег
EN THUMB	/
	(Seal)
	-Borrower
O <sub>A</sub>	
	(Seal)
	-Borrower
* <i>C</i> 1	(Seal)
	-Borrower
	(Seal)
	-Borrower
	)
	(Seal)
	-Borrower
	0/
	(Seal)
	-Borrower
	- Control Mac LINIFORM
WILL TISTATE SECOND HOME RIDE	ER - Single Fanily - Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT	
BS365R (0811)	Page 2 of 2 M65S 04/13/10 2:12 PM 08514041/2
<b>B</b> 2360((60).)	· //,
	· O <sub>A</sub>
	72.
	$T_{a}^{\prime}$
	'.0
	Clary's Office