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

Certificate of Compliance



1017612033 Fee: \$72.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/25/2010 10:15 AM Pg: 1 of 19

Report Mortgage Frank 800-532-8785

The property identified as:

PIN: 17-04-450-043-1032

Address:

Street:

21 W CHESTNUT ST

Street line 2: 803

City: CHICAGO

Lender. Perl Mortgage, Inc.

Borrower: Amy Richards

Loan / Mortgage Amount: \$220,000.00

The Collins of the contract of Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the Cook County Recorder of Dee is to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 74DD05C8-573F-4430-ABD3-F1C69EE89017

Execution date: 06/11/2010

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This Instrument Prepared By: PERL MORTGAGE, INC.		
After Recording Return To: PERL MORTGAGE, INC. 2936 W. BELMONT CHICAGO, ILLINOIS 60618		
And answers	[Space Above This Line I	For Recording Data]
1PHIC OLUS CIAS 1013	MORTGAGE	
Loan Number: 1005PNI032138	MOICEONE	
MIN: 1001200020003250/5		
DEFINITIONS	0-	. 1 C 4 in Contions 3 11
Words used in multiple sections of this of	document are defined below and other worning the usage of words used in this documen	ds are defined in Sections 3, 11, tare also provided in Section 16.
(A) "Security Instrument"means this with all Riders to this document.  (B) "Borrower"is AMY RICHA	RDS, AN UNMARKED WOMAN	, 2010 , together ,
Borrower is the mortgagor under this S (C) "MERS" is Mortgage Electronic solely as a nominee for Lender and Len Instrument. MERS is organized and exof P.O. Box 2026, Flint, MI 48501-20 (D) "Lender" is PERL MORTG	der's successors and assigns. MERS is the constraint of the same of Delaware, and has 26, tel. (888) 679-MERS.	ar oldress and telephone number
Lender is a ILLINOIS CORE and existing under the laws of ILL Lender's address is 2936 W. B	PORATION INOIS ELMONT, CHICAGO, ILLINOI	s 60618
The Note states that BOITOWCT OWCS L	ote signed by Borrower and dated JUNE ender TWO HUNDRED TWENTY T Dollars (U.S. \$ 220,	AAA AA ) plus interest.
Borrower has promised to pay this d JULY 1, 2020 (F) "Property"means the property t	Dollars (U.S. \$ 220, lebt in regular Periodic Payments and to hat is described below under the heading "?	Fransfer of Rights in the Property."
Borrower Initials:		
ILLINOIS-Single Family-Fannie Mae/Fred	die Mac UNIFORM INSTRUMENT - MERS Page 1 of 14	Docklagic Elfarms access-1962 www.docmagic.com

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	the Note plus interest, any prep	ayment charges and late charges due under
(G) "Loan" means the debt evidenced by the Note, and all sums due under this So	curity Instrument, plus interest.	m - 6-11-ming Piders are
white and the same all Riders to this or	Cittle inguinment and	ed by Borrower. The following Riders are
to be executed by Borrower [check box	as applicable]:	
	Planned Unit Development	t Rider
Adjustable Rate Rider	Biweekly Payment Rider	. 100-
Balloon Rider	Second Home Rider	
1-4 Family Rider	Other(s) [specify]	
Condominium Rider	Utner(s) [specify]	
000		
0		
and Market and Senne all confi	olling applicable federal, state an	d local statutes, regulations, ordinances and ill applicable final, non-appealable judicial
(I) "Applicable Law Inches (that ha	we the effect of law) as well as a	all applicable final, non-appealable judicial
oninione		Il door food aggreements and other charges
(J) "Community Association D'	Fees, and Assessments' means a	ill dues, fees, assessments and other charges ciation, homeowners association or similar
that are imposed on Borrower or the	Toporty of will	
occenization.		has a temperation originated by check, drait,
(K) "Electronic Funds 1 ranker in the included	initiated brough an electronic ter	rminal, telephonic instrument, computer, or on to debit or credit an account. Such term
or similar paper instruct,	or authoriz; > financial institution	on to debit or credit an account. Such term machine transactions, transfers initiated by
		machine transactions, transfers initiated by
taleshone wire transfers, and automat	CO CICALINGAL	3
AT A WREEPOW Items" means those the	THE THE TO GOOD.	award of damages, or proceeds paid by any escribed in Section 5) for: (i) damage to, or
(M) "Miscellaneous Proceeds" mess	ceds paid under the cover ges de	escribed in Section 5) for: (i) damage to, or any part of the Property; (iii) conveyance in
destruction of the Property; (ii) cond	emnation or other taking of all or	any part of the Property; (iii) conveyance in the value and/or condition of the Property.
lies of condemnation; of (IV) misrepi	Cacintations on or	the nonneyment of, or default on, the Louis.
(N) "Mortgage Insurance" means in	isurance protecting Lender against	of the respayment of, or default on, the Loan.  for (i) p. ircipal and interest under the Note,
(A) "Periodic Payment" incans the	Icamianth appropries	
alug (ii) any amounts under Section .	Of this books of the	TICC (2) (A) et sea ) and its implementing
(P) "RESPA" means the Real Estat	Part 3500), as they might be am	ended from tire to time, or any additional or latter. As used in this Security Instrument,
regulation, Regulation or regulation t	hat governs the same subject m	natter. As used in this Security Instrument, after to a "federally related mortgage loan"
"DESPA" refers to all requirements a	IN I CALL POLICE TO THE TANK I I	DECDA
"RESPA" refers to all requirements a even if the Loan does not qualify as	a "federally related mortgage los	saken title to the Property, whether or not that Security Instrument.
(Q) "Successor in Interest of Bor party has assumed Borrower's obliga-	rower means any party that has	Security Instrument.
party has assumed Borrower's obliga	HORS WINE THE THE	Co
TRANSFER OF RIGHTS IN T	HE PROPERTY	C
		and all emergls, extensions and modifications
This Security Instrument secures to Lo	nder: (i) the repayment of the Louis	n, and all renewals, extensions and modifications nents under this Security Instrument and the Note.  AERS (solely as nominee for Lender and Lender's
of the Note: and (ii) the pertormance of	I DINIUWA BOOK	CEDS (exhalt or nominee for Lender and Lender a
For this purpose, Borrower does here	compet and assigns of MERS the	following described property located in the
successors and assigns) and to the RAC COUNTY	of	COOK
[Type of Recording Jurisd	iction]	[Name of Recording Jurisdiction]
folks or seem a		
14.		
Borrower Initials:		MERS Docklagic CParmys 800-448-1362
The Charle Comity Fennie Mee/Fr	eddie Mac UNIFORM INSTRUMENT	- MERS Docktagic Crairving www.doamagic.com

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 17-04-450-043-1032 / 17-04-450-043-1253

which currently las the address of

21 WEST CHESTNUT STREET

#803

[Street]

CHICAGO

, Illinois

60610 [Zip Code] ("Property Address"):

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

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

to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security in avment covering real property.

#### UNIFORM COVENANTS. Borrower and Lender covenant and gree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charge, 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 pursuar 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 underthe 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 or wer, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose depos's 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 unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

Borrower Initials: ILLINOIS-Single Family-Famile Mae/Freddie Mac UNIFORM INSTRUMENT - MERS Form 3014 1/01 Docklagic CFarmes 100-449-1362

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which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first tolate 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 on Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extentthat any excess exists a feer the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late analges 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 (ne due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Kems. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sur (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 reads on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Marty age Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage In arance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination, at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments it any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promotive 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 my waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may or ly 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 mak such resyments 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 Person 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 Loader any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in escondence with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

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in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

any Funds held by Lender.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the parment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but or by 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 dateon which that notice is given, Borrower shall satisfy the lien or take one or more sufficiency. 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.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance loverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular tyre of amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Portover'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 insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

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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 lessened, the insurance proceeds shall be applied to the sums 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 repond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may appoint and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lenc er 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) at y other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the 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, and as Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circum tances 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 wards in 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 pursual 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 tame acts, 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 difficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of active pair or restoration.

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

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

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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 interest in the Property and/or rights under this Security Instrument, including its secured position in a famous ruptcy 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 or off. Although Lender may take action under this Section 9. Let der does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disburse 4 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 payment.

If this Security Instrument is Call leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold guard and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required in regage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage in surance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the rost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Leider. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payr carts if Mortgage Insurance coverage (in the 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 premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Locu ar I Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Board see shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss recuye, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Burn 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 insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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Borrower Initials: Ay		

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance up ter the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certs' disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at 'he time of such cancellation or termination.

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

and shall be paid to Lenger.

If the Property is damaged such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to engage the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promp (y. 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 Miscellines us Proceeds, Lender shall not be required to pay Borrower any interest or carnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Prace ds 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 could to or greater than the amount of the sums secured by this Security Instrument immediately before thepartial the ing, 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) total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the thir market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be reid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair harket value of the Property immediately before the partial taking, destruction, or loss in value is less than the ame are 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

Borrower Initials:		
ILLINOIS-Single Family-Fanni	e Mae/Freddie Mac UNIFORM INSTRUMENT - MERS	Docklegic CFarms 400-449-1363
Form 3014 1/01	Page 8 of 14	www.docmagic.com

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as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration orrepair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. I ender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse a catend 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 Landar in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third per ons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiv a of or preclude the exercise of any right or remedy.
- 13. Joint and Severe Lie oility; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and 'tability 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, for sear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's or meent.

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 Properly and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and alliation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific for to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that the 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 word 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 malings 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 recentance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

at any one time. Any notice to Lender shall be given by delivering it	or by mailing it by first class mail to Lender
Borrower Initials: Ay	
ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - Form 3014 1/01 Page 9 of 14	MERS Docalegic Clearups 200-643-1342 www.docanegie.com

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address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; 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 silent, but such silence shall not be construed as a prohibition against agreement by contract. In the eventthat any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall meanand include corresponding neuter words or words of the feminine 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 Com. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Norwer at a future date to a purchaser.

If all or any part of the Property or set, Interest in the Property is sold or transferred (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 Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall giv. 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. It 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 For over meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reins ate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender 11 sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security In rement, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other rees 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 as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstylement 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

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Borrower Initials:		
ILLINOIS-Single Family-Fannik Form 3014 1/01	Mae/Freddie Mac UNIFORM INSTRUMENT - MERS Page 10 of 14	Docklegic Clamas 200-649-1362 www.docmegic.com

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state the name and address of the new Loan Servicer, the address to which payments should be made and other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and constrainty 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 Substruces. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or forms uchyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the roperty is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazz, deus 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 invest gation, 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 Hazz-dous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substancewhich 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 heart about 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 datespecified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower ofthe right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

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Borrower Initials:		
ILLINOIS—Single Family—Fannie Form 3014 1/01	Mae/Freddie Mac UNIFORM INSTRUMENT - MERS Page 11 of 14	Docklegic Elfarms 200-449-1362 www.docmegic.com

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in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender 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 title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under Applicable Law.

under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protec. Lorder'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 Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lenda; with evidence that Borrower has obtained insuranceas 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 to cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding harance or obligation. The costs of the insurance may be more than the cost OT LITE ON of insurance Borrower may be able to obtain on its own.

Borrower Initials:

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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.

IY RICHARDS	-Borrower		-Borrower
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		Witness:	
		Witness:	ŤŚ O.

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	ounty of <u>COOK</u>	
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AMY RICHARDS	AMY RICHARDS	by
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AMY RICHARDS  Signature of Person Taking Acknowledgment	AMY RICHARDS	

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Loan Number: 1005PMI032138

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11thday of JUNE, 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 Note to PERL MORTGAGE, INC., AN ILLINOIS

(the "Lend 2") of the same date and covering the Property described in the Security Instrument and located at: CORPURATION

21 WEST CHESTNUT STREET #803, CHICAGO, ILLINOIS 60610 [Property Address]

The Property includes a mit in, together with an undivided interest in the common elements of, a condominium project known ? ...

#### 21 W CHESTNUT CONDOMINIUM [Name of Condominium Project]

(the "Condominium Project"). If the own as association or other entity which acts for the Condominium Project (the "Owners Association") holds that to property for the benefit or use of its members or shareholders, the Property also includes Borrower's increst 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 at follows:

- A. Condominium Obligations. Borrower shall perform 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 documents. Borrower shall promptly pay, when due, al dies and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is sati afactory 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) Leaf et vaives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium instaling of for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

MULTISTATE CONDOMINIUM RIDER Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01	Docklegic (EForms 200-449-136) www.docmagic.com
Form 3140 1/01	

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Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided

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

- C. Public Liability insurance. Borrower shall take such actions as may be reasonable to insure that the Concers Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Concernation. The proceeds of any award or claim for damages, direct or consequential, payable to Bor. cw/r in connection with any condemnation or other taking of all or any part of the Property, whether of the unit of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be pair to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Compant. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or oth a cusualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provisic 10 the Constituent Documents if the provision is for the express benefit of Lender, (iii) termination of profess; and management and assumption of self-management of the Owners Association; or (iv) any action which would to the effect of rendering the public liability insurance coverage maintained by the Owners Association u acceptable 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 to p ragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower secured by the Security Instrument. these amounts shall bear interest from the date of disbursement state Note rate and shall be payable, with te - 10/7/5 Office interest, upon notice from Lender to Borrower requesting payment.

Borrower Initials:

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

Condominum 1999	
AMY RICHARDS -Borrower	-Borrower
-Borrower	(Scal) Borrower
	(Seal)Borrower
	County
	Clart
	-Borrower

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EXHIBIT A

#### LEGAL DESCRIPTION

Legal Description: PARCEL A:

UNIT 803 AND PARKING SPACE 125 IN 21 WEST CHESTNUT CONDOMINIUM AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

#### PARCEL 1:

LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO OF EAST 1/2 OF SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 10 FEET OF W. PEAPSON STREET LYING WEST OF A LINE 39.60 FEET, MORE OR LESS, WEST OF THE WEST LINE OF SAID N. STATE STLEF T LYING SOUTH OF AND ADJOINING LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 1 OF BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRL PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 26, 1999 AS DOCUMENT NUMBER 99296268, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS.

#### PARCEL B:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE NUMBER 125, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 99296268, AS AMENDED FROM TIME TO TIME.

Permanent Index #'s: 17-04-450-043-1032 Vol. 0499 and 17-04-450-043-1253 Vol. 0499 Control Office

Property Address: 21 West Chestnut St. #803, Chicago, Illinois 60610