UNOFFICIAL COPY

AFFIDAVIT OF CERTIFICATION (55 ILCS 5/3-5013)

Doc#: 1024646018 Fee: \$84.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/03/2010 02:33 PM Pg: 1 of 25

| State of Illinois |) |
|-------------------|------|
| |) SS |
| County of Cook |) |

THE UNDERSIGNED AFFIANT, PATRICK W. WALSH, on oath, being first duly sworn, states:

I am an attorney licensed to practice in the State of Illinois. My office address is 625 Plainfield Road, Suite 330, Willowbrook, Illinois.

I have access to the copies of the attached documents, to wit:

a. A Mortgage dated April 5, 2002 and recorded on May 2, 2002 as document number 0020505650 in the Office of the Cook County Recorder of Deeds. The property is commonly known as 181 Westwood Drive, Park Forest, Illinois 60466. The Permanent Real Estate Index Number for the property is 31253050070000

My relationship to the documents is that I am the Attorney

I state under oath and to the best of my knowledge that the Mortgace dated April 5, 2002 and recorded on May 2, 2002 as document number 0020505650 in the Office of the Cook County Recorder of Deeds was missing its second page.

A true and exact copy of the original Mortgage is attached hereto and made a part hereof.

A true and exact copy of the original recorded Mortgage is attached hereto and made a part hereof.

That the second page of the original mortgage attached to this Affidavit shall serve to correct the instrument referenced above which was missing the second page as a result of a ministerial error.



1024646018 Page: 2 of 25

UNOFFICIAL COPY

Affiant has personal knowledge that the foregoing statements are true.

Date: September 2, 2010

Patrick W. Walsh - Affiant

Attorney

SUBSCRIBED ATUD SWORN to before me on September 2, 2010.

OFFICIAL SEAL
JENNIFER L THARP
IOTARY PUBLIC - STATE OF ILLINOIS
OFFICE STATE OF ILLINOIS
OFFICE STATE OF ILLINOIS
OFFICE STATE OF ILLINOIS

Notary Public

UNOFFICIAL COPY

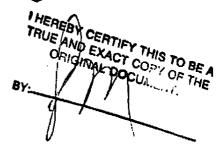
WHEN RECORDED MAIL TO:

Prepared by:

OPTION ONE MORTGAGE CORPORATION P.O. BOX 57076 IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 251018589 Servicing Number: 604688-2



| (Colms | Soll | |
|--------|----------------|--|
| | 6 6 7 7 | |

[Space Above This Line For Recording Data]

02.2183

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

April 05, 2002

. The mortgagor is

VALERIE JORDAN, A STACLE WOMAN, QWIODWN OF ROMOTRIES

This Security Instrument is given to

H&R Block Mortgage Corporation, a Massachusetts Corporation

which is organized and existing under the laws of MAJSACHUSETTS address is 20 Blanchard Road, Burlington, MA 01803

, and whose ("Lender").

("Borrower").

Borrower owes Lender the principal sum of

ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED

AND NO/ .00THs

Dollars (U.S. \$113,600.00

Office

0 <u>)</u>.

This debt is evidenced by Borrower's note dated the same date as this Scurity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 1, 2032. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the following described property located in Cook County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

Permanent Real Estate Index Number: 31253050070000

which has the address of

Illinois

60466 -[Zip Code] 181 WESTWOOD DR., PARK FOREST ("Property Address");

[Street, City],

ILLINOIS-Single Family Page 1 of 8

ILD10011 (05-28-98)

1024646018 Page: 4 of 25

UNOFFIE A PLECTOPY

Property of Cook County Clerk's Office

LOT 13 IN BLOCK 26 IN VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, LYING SOUTH OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, ALSO PART OF SECTION 25, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JULY 1, 1955, AS DOCUMENT 16288372, IN COOK COUNTY, ILLINOIS.

1024646018 Page: 5 of 25

UNOFFICIAL COPY
Servicing Number: 604688-2
Date: 04/05/02

Loan Number: 251018589

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

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

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day mon'illy payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard for property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage may arece premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in the companion of mortgage insurance premiums. These items are called "Escrow Items subject and hold run in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escroy as count under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Fund in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest and the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provide of terwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and are purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly a fund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the same secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this

ILD10012 (05-28-98)

Loan Number: 251018589

Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage. to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof, as Larder may determine in its sole and absolute discretion; and/or-(ii) to Borrower-to-pay the costs with the co and expenses of necessary repairs or assoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair of restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrowci's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other haz ard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be

subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borroy er secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's rainary/secondary residence. Lender makes nonowner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as --Borrower's primary/secondary-residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches his promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument; (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Nixe accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal talance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner compiled loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by his Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the 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.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights

ILD10013 (05-28-98)

or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupte), probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so any paragraph and the property of the paragraph of the property to make repairs.

Any amounts disbursed by Lettler under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lettler agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceason to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance overage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. For mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and ir spec ions of the Property. Lender shall give

 Borrower notice at the time of or-prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same in oner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date use notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall no extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph

ILD10014 (05-28-98)

Loan Number: 251018589

Loan Number: 251018589

17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borr wer designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law, Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event, that any provision or clause of this Security-Instrument-or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Bone cial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercise a by Lender if exercise is prohibited by federal law as of the date of this

If Lender exercises this option, Lender shall give for over notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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 Borrow r.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are the Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occu red; (b) cures any default of any other covenants or agreements; (c)-pays all-expenses incurred in enforcing this Security Last ument; including; but not limited to; reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There are o may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, notice will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hereunder. Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

UNOFFICIAL COPATE YOUR 105/02

Loan Number: 251018589

governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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 formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

- ADDITIONAL COVINANTS. Borrower, and, Lender, further, covenant and agree as follows:

 21. Acceleration; Remedi's. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all such secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at his option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21 including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services cend red if the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make file loan evidenced by the Note or notes which this be urity Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately the and payable.
 - 25. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.
- 26. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.
- 27. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.
- 28. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created horaurder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law.

ILD10016 (05-28-98)

1024646018 Page: 10 of 25

Loan Number: 251018589

29. Clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

30. Lost, Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

31. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the light to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not abandoned the Property.

| Instrument 32. Riders to this Semily Instrument | it. If one or more riders are exe | cuted by Borrower an | d-recorded-together-with-this coco at |
|---|--|--------------------------|---------------------------------------|
| Security Instrument, the coverants or agreen | nents of each such rider shall be | incorporated into and | shall amend and supplement |
| the covenants and agreements of this security | Instrument as if the rider(s) wer | re a part of this Securi | ty instrument. |
| [Check applicable box(es)] | | | |
| |)x = | | П в. ж. ж. |
| X Adjustable Rate Rider | Condominium Rider | | 1-4 Family Rider |
| No Prepayment Penalty Option Rider | Planned Unit Development Rider | | Occupancy Rider |
| Other(s) (specify) | | | |
| BY SIGNING BELOW, Borrower act in any rider(s) executed by Borrower and recommitmenses: | cepts and agrees to the terms and orded with it. | covenants contained i | n this Security Instrument and |
| | | | (Seal) |
| - Valle Jaraar | (Seal) | <u> </u> | -Borrower |
| VALERIE JORDAN V | -Borrower [*] | 4 | |
| | (Seal) | | (Seal) |
| | -Borrower | | -Borrower |
| | (Seal) | | (Seal) |
| | The most of | | -Borrower |

-Borrower

1024646018 Page: 11 of 25

Loan Number: 251018589

STATE OF ILLINOIS,

Cook

County 8s:

, a Notary Public in and for said county and state do hereby certify

that

The under gred, a Notary Public in and for said county a Valence John, awidow Not Remorkers

, 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 signed and delivered the said instrument as rea

free and voluntary act, for the uses and purposes therein set forth.

Given under my Land and official seal, this

day of april 2002.

Oct Colling Clert's Office

My Commission Expires:

1024646018 Page: 12 of 25



Loan Number: 251018589

Servicing Number: 604688-2

Date: 04/05/02

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made April 05, 2002, 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

HER Block Mortgage Corporation, a Massachusetts Corporation (the "Lende") of the same date and covering the property described in the Security Instrument and located at:

181 WESTWOOD DR., PARK FOREST, IL 60466-

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST CATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE EORPOWER MUST PAY.

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

The Note provides for an initial interest rate of 10.000%

Note provides for changes in the interest rate and the monthly payments, as follows:

. The

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of Ma 7 2004, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs y called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

SEVEN AND 28/100 percentage point(s) (7.280%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR INDEX - Single Family Page 1 of 3

USR10021 (02-23-99)

1024646018 Page: 13 of 25

FFICIAL COP

Loan Number: 251018589

Servicing Number: 604688-2

Date: 04/05/02

be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

. Thereafter, my interest rate will never 10.000% 13.000% or less than be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater 10.000% or less than 16.000%

(E) Efficie Date of Changes

My new int rest rate will become effective on each Change Date. I will pay the amount of my new monthly payment be in ing on the first monthly payment date after the Change Date until the amount of my monthly payment changes lyain.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the little and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OF A BENEFICIAL INTEREST IN BORROWER

Covenant 17 of the Security Instrument is amerided to read as follows:

Transfer of the Property or a Beneficial Interest in Eurrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Mowever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Londer information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender

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 may also require the transferee is 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 Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borre we, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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.

1024646018 Page: 14 of 25

UNOFFICIAL COPY

Date: 04/05/02 Servicing Number: 604688-2 Loan Number: 251018589 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. (Seal) Cook County Clerk's Office (Seal) (Seai)

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR INDEX-Single Family Page 3 of 3

USRI0023 (02-23-99)

1024646018 Page: 15 of 25

1334/01# 54 (0) Faye 1 (* 1. 2002-05-02 12:24:12

Cost County Pecereer

UNOFFICIAL COPY

WHEN RECORDED MAE TO

Proported by

DETICH ONE MORTGAGE CORPORATION FO BOX 57076 IF I'R, CA 92619-7076

LUA CLITTLE CONLINOR

Loss Number 52/18489 Serving Number 504688-2

[St cz. Abene Tity Las: For Hacoring Data]

N'ORTGAGE

("Bottower")

which is organized and crusing under the bass of MASSACHURETTS address is 20 Slavichurd Road Burlington, FM 01803 Borrower owes Lender the principal was of

∠id whose

CORE REPORTED THEFTHER THOUSAND SEX PROJECT

AND MO/100788 Dollars (', S S 13 600 00)

Thus debt is evidenced by Borrower 5 note dated the same date as this Security instrument ('), (e') which provides for monthly provides with the full debt, if not paid airlier due and parable on Hay 01, 2032

Thus Security lustrament secures to Lender (a) the repayment of the debt evidenced by the Nota which repayment and extensions and monthleations of the Note (b) the physical of all other sums with interest advanced since only this Security instrument and the Note Note For this purpose Borrower above mortgage great and convey to Lender the five long security property located in

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF

Permanent Real Estate Index Number 21252050070000

Which has the address of

6046# -|Zm Coše) LB1 WESTHOOD IN PART YORKS TO ("Property Address")

|Same Can

BLINOIS-Eingle Femily Page 1 of 2

II DAMORE MATERIA

1024646018 Page: 16 of 25

UNOFFICIAL COPY

LEGAL DESCRIPTION

20505650

OT 13 W BLOCK 26 IN VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, BEING A JBLT: ISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, LYING SOUTH OF THE OMM/ N YEALTH EDISON COMPANY RIGHT-OF-WAY (PUBLIC SERVICE COMPANY OF ORTHE' IN 1 LINOIS) AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26 LYING DUTH OF THE EVGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, ALSO PART OF ECTION 2". YI'K SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY. LL IN TOWNSH P 24 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. CCORDING TO THE MATTHEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY. LINOIS, JULY 1, 1955, AS LOCUMENT 16218372, IN COOK COUNTY, ILLINOIS

1024646018 Page: 17 of 25

UNOFFICIAL COPY

20505650

Loan Number 251018869

Servicing Number 604588-2

Dam 04/05/02

Scenniy Instrument. If Londor desermines that may past of the Property is subject to a hen which may minus promit oner that Creatury instrument, Londor may give Borrower a notice identifying the hea. Borrower shall satisfy the hen or take one or more of the actions let forth above within 10 days of the giving of notice

to protect Lender (n) as in the Property in accordance with paragraph 7

All interpret parameters and renewals shall be acceptable to Lender and shall include a standard montgage closese. Lender shall have the right to hold the price; and receivals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promises and renewal note: 5) 6 Event of loss, Borrower shall give prompt notice to the measurance carrier and Lender. Lender may make proof of loss if not at the promotify by Borrower.

Unless Lender and Borrower where a space as writing, or applicable Law otherwise requires, institutore proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds and then at Lender so opinion, as such order and riogin loss as Lender may determine in resistle and absolute discensive, and regardless of an impartment of accuracy or lack thereon, it is a usual secured by this Security Insurance whether or not then due and control of the control of accuracy repairs or restoration of the riogists; to a condition satisfactory to Lender M Borrower abundous the Property, or does not answer within 30 days a notice fit in Lender to insurance current has offered to settle a claim. Lender may collect the unsurance proceeds. Lender may, in its sole of a shoul to discretion, and regardless of any impartment of security or lack thereof, use the proceeds to repair or restore the Property or may the same secured by this Security Instrument whether or not then due. The 30-day parted with them notice is go on

or not then due. The 30-day period will begin when the notice is go on

Unless Lender and Borrower otherwise agree to writing, any processor of proceeds to principal shall not extend or
postpone the due due of the mornish properties referred to in paragraphs 1 or 47 or change the amount of the process I under
paragraph 21 the Property is acquired by Lender, Berrower 6 right to any tore story prior to the acquired to the borrower of the series of the source or and proceeds resulting from damage
to the Property prior to the acquirements ability pass to Lender to the extent of the source or any low thus Security Institutions to the source to the acquirements and processor.

If Borrow er obtains earthquake insurance any other hazard surmance or any other insurance on the Property and such insurance is not specifically required by Leider, then such insurance shall (i) name Lender or one, then therefore and (ii) be subject to the provisions of this paragraph 5

6 Occupancy, Preservation, Manufectures and Protection of the Property, Borrow.' Loru Application, Leastholds

6 Occapancy, Preservations of time paragraphs 3

6 Occapancy, Preservations, Maniferance and Protection of the Property, Borsows." Lot Application, Leachholds
Borrow or acknowledges that the Lender does not desure to under a lean to Borrow or secured by this pay my on the terms contained
to the Note unless the property is to be occupied by Borrow or as Borrow or as premary/accordary residence terms for some promiser as a some Lender that Borrow or as the property as its sole primary/accordary residence
within sary (60) days after the date of the Security Instrument. If Borrow or braches this properts as Borrow or 's primary/accordary residence, then Lender may savolic may of the following numbers in addition of a committee provided in the Security Instrument. (1) Declare all sums secured by the Security Instrument due no departe and payable and Lunctor leaves the monthly payments to the following payments under the Note accordingly, or (3) require that the principal habates be each as a percentage of eather the occapanal partchase price or the approach value them being offered on non-owner occupied leaves.

Borrow-of shall not destroy, damage or impair the Property, allow the Property as deferred on non-owner occupied leaves.

Proporty Borrow-of shall be in default of any forfession accient or uncommittee, whether can of committee or cognition the Lender a

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit wase on the Property Borrower shall be in default if any forfestate action or proceeding, whether civil or criminal is began that in forfestate action or proceeding, whether civil or criminal is began that in forfestate of the Property or otherwise insternably impair the lieu criminal has began that it forfestate or the Property or otherwise insternably impair the lieu criminal industrial of the action or proceeding to be disquisted with a rating that, in Lender a good faith determination process procedules forfestate or the action or proceeding to be disquisted with a rating that, in Lender a good faith determination or lender as security faith above in defaults if Borrower, during the loss application process, gave materially false or maccurate information or statements to Lender for field to provide Lender with any material information) in connection with the loss endeated by the Note including the not humand to representations concerning Borrower's occupancy of the Property is a proving assistance in this Society Instrument is on a lensehold Borrower shall comply with all the provisions of the Rease if Borrower acquires for title to the Property the lensehold and the fee tale shall not sterge values Lender agrees to the marger in which

Borrower shall at Borrower s own expense appear in and defend non across or proceeding purporting to affect the Property or are portion thereof or Borrower's stake thereto the raison or property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hen created by this Security Instrument or the Property of the hence of the Property of the Property of the Hence of the Property of th

Page 3 of 8

ED1001 = 105 25 91

1024646018 Page: 18 of 25

UNOFFICIAL COPY

20505650

Loan Number 251018589

H

Servicing Number 604688-2

Date 04/05/02

or powers of Lender with respect to this Security Instrument or the Property. All emises of action of Borrower, whether accrued orders or offer the date of this Security Instrument for damage or sayary to the Property or any part thereof, or in connection with ray is protection financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument by and a min despection with or effecting the Property or any part thereof, including causes of action arming in lost or construct and a cest of action for fined or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof sty is and directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees mus apply such place in the same secured by this Security Instrument or no any deficiency under this Security Instrument or man release any montes for it cannot by it or any part thereof, as Lander may elect Lander may, at its option, appear at and prosecute un act own name any or see or proceeding to enforce any such cause of action and may make any compromise or sentement thereof Bottower agrees to asceric such further assignments and any other instruments as from nine to time may be necessary to effectuate the foregoing provisions and as U advishall request

7 Protection of Limiter's Agins in the Property. If Bottower fails to perform the coverants and agreements contained in this Security instrument, or there is a Year 1 covering that may significantly affect Lender's rights to the Property (such as a proceeding in bushrupts), probate, for condens attout or forfeiture or to enforce leves or regulations), then Lender may do and par for whatever is necessary to protect the "Decarity of the Property and Lender's rights to the Property. Lender's across that include yes mg any some account by a been which has | non/ over this Security Basicuston, appearing to count, pas mg reasonable attorners fees sad emening on the Property to make repress this ugh Lewier may take action under this paragraph 7, Lender does not his-c to da sa

Any amounts distanted by Lender under this par raph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms a particular, these amounts shall bear interest from the date of disbursement at the Note take in effect from time to time and of M be p yields, with interest, upon notice from Lender to Borrower.

requesting payment 8 Mortgage in 8 Mortgage beausance: If Lender required mortgage unterest at a condition of making the four secured by this Security Instrument, Burrow et shall pay the pressume required to assument the horizone method. If, for my reason, the mortgage instrument converge required by Lender lapses or occase to be an effect, Burrow et also pay the parameter required to obtain now-age instrument previously as effect, as a cost plate instally equivalent to the cost to Borrower and the mortgage instruments previously acquired mortgage instruments previously acquired in mortgage instruments previously equivalent mortgage instruments previously acquired in the property of the shall pay to Lender such a sales acquired to one-twelfith of the peraccept, we and return these payments as a less reserve at less of mortgage manages. Loss no one my ments than no larger be required, at the option of Lender, of mortgage nestrance coverage (in the amount and for the p mod fix . Lender requires) provides: required, at the option of Londer, if morigings instrume: coverage (in the amount and for the p mod the Londer requires) provides by no instruce approved by Londer again becomes available and is obtained. Borrower shall pay the previous required to maintain mortgage manuscus as effect, or to provide a loss manuer, usual the requirement for mortgage new to the in accordance with

mortgage manusces as closes, or as provide a non-reserve, quant me requirement for mortgage interior — a to accordance and any written agreement between Berrower and Londer or applicable law.

Inspection. Lander or fit agent may make reasonable entries upon and inspections of the Proprog. I ander shall give Borrower notice at the time of or prior to an asspection specifying reasonable cause for the inspection. The proceeds of any ward or clear for dranges, direct or consequential, as concerned with any conductations or other taking of any past of the Property, or for conveyance in her of condemnation are breigh any in it is desired. Lender may apply, use or release the condemnation proceeds in the same magner as provided in a largeryle.

became the superst to manuace proceeds

If the Property is almostoned by Senzower, or if, after nounce by Lander to Bostower that the condemnor offers to make an award or settle a claim for demages. Bostower fails to respond to Leader within 30 days after the date the nounce is given Lemma as emborated to collect and apply the proceeds, is its option either to restoration or repair of the Property or to the such source.

It denotes the content and apply the processes, is its opener exact to restocation or separ of the Property or to the such security betweeness, whether or not then the companies of the Property or to the such security payments to the security any application of precede to principal shall not extend or pourpose the due due of the security payments referred to in paragraphs 1 and 2 or change the amount of such payments in 18 formware for Reduction. For the security is the security of the sums secured by the Security Instrument granted by Leader to my successor in interest of Security Instrument granted by Leader or my successor in interest Leader shall not be required to operate to release the including of the original Borrower or Borrower's successor in interest. Leader shall not be required to unice proceedings egaines any execution is interest or testise in extend time for payment of otherwise module amortization or is Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in interesting any right or remails shall not be a naiver of or preclude the exercise of art

1024646018 Page: 19 of 25

UNOFFICIAL COPY

20505650

Loss Number 251018589

Servicing Number 604698 2

Date 04 05/02

17 Borrower's concurants and agreements shall be yout and several. Any Borrower who co-caytes this Security Instrument but does on execute the Note (a) is co-signing this Security Institution only to mortgage, grant and convey that Burrow er a interest in the Property mader the series of this Security Instrument, (b) at not personally obligated to pay the sount secured by this Security aster Ment and (c) agrous that Lender and any other Borrower may agree to extend, modify forhear or make any accommodations wan 'age I to the terms of this Sommy lesing ment or the Note without that Borrower's co

3 Charges. If the four secured by this Security Institution is subject to a line which sets maximum four charges and that it was lively maniproted so that the interest or other long charges collected or to be collected as compection with the loan exceed the permuted lands, then (a) my such iron charge shall be reduced by the amount necessary to reduce the charge to the permaned limit at a (b) any sums already collected from Borrower which exceeded permaned limits will be refunded to Borrower Lender may choose to same this refund by reducing the principal cored under the Note or by making a direct payment to Borrower

If a refund reduces principal in reduction will be treased as a partial prepayment without any prepayment charge under the Note 14. Noteons: Any 1 store of "insomer provisited for in this Security Instrument shall be given by delivering it or by assaining it by first class must unless apply tole law requires use of another method. The notice shall be directed to the Property Address or and other address Borrower designates of no see to Lender. Any notice to Lender shall be given by first class must to Lender's address stated herein or any other address bender designates by notice to Bostoner. Any notice provided for in this Security Instrument shall be deemed to have been go on a Romower or Lender when given as provided to this paragraph

applicable law, such conflict shall not affect other providence of this Security Legitument of the Note which can be given effect without the conflicting provision. To this end the provisions of art 5 curity listination and the frost are declared to be severable

16 Borrower's Copy Borrower shall be given one informed copy of the Nece and of this Security Instrument
17 Transfer of the Property or a Beneficial Interest in Dorrower 15 fell or now part of the Property or an interest in it is
sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) wishout Lender a prior wrates consent Lender may at its options require numer are replaced in full of all more secured by this Security lessroment. However, thus option shall not be exercised by Lander of exercised by Londers of the following of the date of this

If Lender exercises this option. Lender shall give Borrower notice of accurier say). The notice shall provide a period of on less than 30 days from the date the motion is delinered or mailed within which Borrower ment par di some secured by this Secure-Instrument. If Borrower fails to pay these sums prior to the experience of this period. Conder the motion of the period of the period of the secure of th

18 Borrower's Reph to Remotate. If Borrower meets certain conditions Borrower's Reph to have the referencement of this Section's Indian to Remarks. If Bossower meets continue conditions Bossower is \$10 to the enforcement of this Section's Indianament disconnicted at any time prior in the earlier of (a) \$2 days for mechanism country period as applicable low ampositive for remarkstances before sale of the Property pursuant to any power of sale continued in the country instrument of a judgment enforcing this Section's Instrument. Those conditions are that Bossower (a) pays "and "I runs which then would be due under this Section's Instrument and the Note as if no acceleration had occurred, (b) cures any "fault of any other coverages or agreements, (c) pays all expenses meatured in inforcing this Security Instrument including. I'm not humbed to reasonable attorneys fees, and (d) takes such across as Lender may reasonably require to assers that the has of on Security Instrument Lander's rights in the Property and Borrower's obligation to pay the manus secured by this Security Lya meant shall continue unclearged. Upon remaintenest by Sorrower, this Society Impression and the obligations secured hereby shall re-effective as if no acceleration had occurred. However, this right to require shall not apply in the case of acceleraone, varier field (dend beress comingility shift renar-

19 Sale of Note, Change of Loan Servicer. The Note or a partial amount in the Note (together with this Service) If Sale of Note, Change of Loss Servicer. The Note or a partial interest in the Note (nogether with this Sector) instrument) and be sold one or more trained without prior notice to Borrower. A sale may result to a change in the Loss Servicer? this collects somethly payments the inside the Note and this Security Instrument. There also may be con or more changes of the Loss Servicer turn-band to a sale of the Note. If there is a change of the Loss Servicer Borrower which gives written notice of the change in accordance with paragraph 14 shove and applicable law. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lendenborounder.

20 Hazardous Substancius Borrower shall not cause us partiet the presence use disposal storage or release o ar-Hazardous Substances on or in the Properts. Borrower shall not do not affire actions else to do anything affecting the Properts. that is in violation of any Environmental Live. The preceding two sentences that not apply to the presence use of storage on the Property of small quantities of Hazardous Substancia that are generally recognized to be appropriate to normal residences that are generally recognized to be appropriate to normal residences. nce of the Property

Borrower shall promptly give Lander written motics of art, investigation, claim, defined, butsuit or other action in

1024646018 Page: 20 of 25

UNOFFICIAL COPY

20505650

Loan Number: 251018589

Servicing Number: 404688-2

Date: 04/05/02

governmental or regulatory agency or private party involving the Property and any Hazardona Substance or Environmental Law at which Bostower has actual knowledge. If Bostower leasts, or is notified by any governmental or regulatory ambority, that any m more) or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all news 1 1 medial actions in accordance with Environmental Law.

Prover shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, ployers, a. or eys, agents, and sheir respective successors and assigns, from and against any and all claims, demands, causes of action, low, dr. mark cost (including actual amoracys) fees and court costs and costs of any required or necessary repair, cleanup or detexification of 1'2 1' openy and the preparation and implementation of any closure, abatement, containment, remedial or other required plans), expense and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release. threatened release, anscharge, Access, abatement of presence of Hazzerboss Substances on, under or about the Property. (b) the transport to or from the Protecty of the Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any

tinitement accing by the Proposity, all states account by this St. array is conservate requirement account interest interest and a conservation of the option of Leader without prior action, e. and as notherwise required by applicable law, and repended of any prior farbeautures. In such overst, Leader, at its option, and subject ("apply inbite law, and then the remarks invoke the power of sale and/or may other committee or the saley other actions permitted by the law. Leader will collect all expresses incurred in purposing the remodies described in this Paragraph 21, including, but not the law of to, reasonable asserters' fost and costs of title

22. Rolense. Upon payment of all sums secured by this Security Institute at a ender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons that | Ay : Ay encondation cases. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charge of the fee is permitted under applicable

23. Waiver of Hommstad. Borrower waives all right of homestead exemption in the Property.

24. Misrepresentation and Nondisclosure. Borrower has made certain written represe, where he disclosures in order to induce Lender to make file ions evidenced by the Note or none which this Scorify Instrument or an and in the event that ion or falled to disclose my paterful fact, Lender, at its craises and without prior notice or demand, shall have the right to declare the indebtoiness sound by this Security Instrument, term with of the mannity date specified in the Note or notes secured by this Security Instrument, Immediately due and payable.

23. Time is of the Essence. Time is of the assume in the performance of outh provision of this Security Instrument.

26. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defenue to enforcement of L is Security and, or any and all obligations referred to herein or secured bandly, is hereby waived to the fullest extent an interest and the security of the fullest extent and the security of the secur

27. Modification. This Security Incomment may be modified or amended only by an agreement in writing sign of by

Borrower and Lander.

28. Reimburament. To the extent permitted by applicable tow, Borrower shall reimburge Trustee and Lender for any and all costs, feat and expenses which either may facur, expend or settain in the execution of the trust created betweeter or in the performance of any act required or permitted betweeter or by how or in equity or otherwise arising out of or in connection with his Searthy Instrument, the Note, any other note secured by this Searthy Instrument or any other instrument executable by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender including, but not limited to assumption application feat; feet for payoff demands and, statements of logs behaver; feet for making, transmitting and transporting copies of four documents, verifications.

Inflormation line releases and other documents transmitting and transporting copies of logs documents, welffering the property of Lender's rights are desired. serians and, samemens of loss manner, gives for including, manuscring and stamporing copies to their documents ventreacted by horrower or necessary for performance of Lender's rights or detices under this Security Instrument; foce arising from a setumed or dishouted check; foce to determine whether the Property is occupied, protected, maintained or instant or related purposes; appeared from inspection fees, legal focs, broker foca, instantance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other focs and costs of a similar manner not otherwise prohibited by law.

ILDIANG AS MAK.

1024646018 Page: 21 of 25

UNOFFICIAL COPY

20505650

Loan Number: 251010589

Servicing Number: 604688-2

Date: 04/05/02

29. Clerical Error. In the event Lander at my time discovers that the Nose, any other nose secured by this Security Entrement, or any other document or instrument executed in connection with the Security Instrument, Nose of miles consider an error that was consed by a clerical mistake, executation error, computer malfunction, printing error or similar incovery agrees, upon notice from Lender, to recreate any documents that are necessary to normed any such error(s).

Boy over larger that Lender will not be liable to Bornower for any damages incurred by Bornower that are directly or influence. The first part problems of the same red and the same red for the same

indirectly was 1 by any such error.

30 Low Seelen, Destroyed or Marijated Society Instrument and Other Documents. In the event of the loss, theft or destruction of the Your, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in respection with the Security Instrument, Note or notes (collectively, the "Loss Documents"), upon Borrower's secent of an indennification executed in favor of Borrower by Lender, or, is the event of the multistion of any of the Loss Documents, upon Lower's servender to Borrower of the multisted Lans Document, Borrower shall execute and deliver to Lender a Loss Document in Security in the serve as a replacement of the loss, stoken, destroyed, or somilated Lans Document, and may be Leated for all numbers as the original control of such Lans Document.

Loss Decompens, and may be Leated for "I surpasses as the original copy of such Loss Document.

31. Assignment of Resus. As addition it security hereunder, Borrower hereby susigns to Leader the reass of the Property.

Borrower shall have the right to color, and result the resus of the Property as they become due and payable provided Leader has not exercised its rights to require immediate pays out in full of the sums secured by this Security Institution and Borrower has not absoluted the Property.

32. Ridiers to this Security Instrument, if or, or, more ciders are executed by Bernower and recorded together with this Security Instrument, the covenance and agreements of each such rider shall be incorporated into and shall amond and supplement the covenants and agreements of this Security Instrument as if "a it length were a part of this Security Instrument. (Check applicable box(m))

| Adjustable Rute Rider No Prepayment Pensity Option Rider Other(s) (specify) | Condemnat on P der Planned Unia De relor arm Rider | ☐ 1-4 Panily Rider ☐ Occupancy Rider |
|---|--|---|
| BY SIGNING BELOW, Borrower accepts in any rides(s) executed by Borrower and recorded Witnesses: | mag agrees to get tering and con oran a cour | aned to Utila Security Institutions and |
| Valerie Jardan | (Grat) | J. (Smir) |
| | -Borrewer | -Borres |
| | (Seul) | sa |

Page 7 of 8

D_D100)7 :05-21-45

1024646018 Page: 22 of 25

UNOFFICIAL COPY

Loan Number 251018589

Servicing Number 604688-2

20505650 04105,02

SIATZO, ELLINOE,

Whe under pul , a votery Proble in and for said county and Valence Tonom, a widow with Commences

OFFICIAL SEAL JANICE L SEEMAN

ED100's of 25 45

My Clory's Office

1024646018 Page: 23 of 25

UNOFFICIAL COPY

20505650

Loan Number 251018589 Servicing Number 604688-2

Date 04/05/02

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

10% ADJUSTABLE RATE RUMER is made April 05, 2002 and is accorporate to and shall be deemed to anced and supplement the Managage. Deed of Trust or Security Deed (the "serial) instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's A partiable Rate Kose (the "Note") to

HAR Block F .rtg. 90 Comporation, a Massachusetts Comporation (the "Lender") of the san : date and covering the property described in the Security Institution and located

181 WEST VOD DR., PARK POREST, IL 60466-(Property, Address)

THE NOTE CONTAINS PROVISIONS A ... VING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYM RT. 1. JE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN SHARE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MU (P) Y

ADDITIONAL COVENANTS in addition to the coverage and agreements made to the Security instrument, Borrower and Lender further covenant and agree as it or

The Note provides for an initial injected rate of 20 000° to provides for charges as the interest rate and the monthly payments as it loss. *0 000*

The

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The minnest rate I will pay may change on the first day of May

The minnest rate I will pay may change on the first day of May

and on that day every kinth mouth thereafter. Each date on which my saterest rate could change an called a

school of Date. inge Due

(15) I has linear.

Beginning with the first Change Date, my interest rate will be based on an ladest. The "Inde." I the severage of manthems offered rates for sea-trouch U.S. dollar-denominated deposits in the London marker systems. The most record lades figure a satisfie as of the fir; ("LIBOR"), as published in The Woll Street Journal. The most record lades figure a satisfie as of the fir; business day of the mosts summittedly precoding the mosts in which the Change Date occurs is called the "Current lades."

if the Index is no longer available, the A-oth Holder will choose a new under than 15 based upon comparable assumation. The Note Holder will give me notice of this choice

(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN 2010 28/100
SEVEN 2010 2

MULTISTATE ADJUSTABLE RATE RIDERLINGS DOORS - Single Purily Part 1 of 3

1500-2 62"4

1024646018 Page: 24 of 25

UNOFFICIAL COPY

20505650

Loan Number: 251038589 Servicing Number: 694686-2

Date: 04/05/02

to my new inspect rate until the next Change Date. The Note Holder will then determine the amount of the mountly payment that would be sufficient to The Note Holder will then entermine the annual of the monthly Political field on the Maturity Date at 117 of its ampaid principal that I am expected to one at the Change Date in full on the Maturity Date at 117 per 1 rate in substantially equal payments. The result of this calculation will be the new amount of 117 per 1 rate in substantially equal payments. The result of this calculation will be the new amount of 117 per 1 rate in substantially equal payments. mondaly 🦳 🛲.

(D) Lie in on Interest Nate Changes

The is ever 17 . I am required to pay at the first Change Date will not be greater than

. Thereafter, my interest rate will never 13.0 05 or less that 10.000% Thereafter, my interest rate will never be increased or decreased 4 my single Change Date by more than one percetungs point (1.0%) from the rate be increased or decreased 4 my single Change Date by more than one percetungs point (1.0%) from the rate of interest I have been I tying for the preceding six months. In no event will my interest rate be greater or less than 10,000%

monthly payment changes again.

(F) Nation of Changes

The Note Holder will deliver or small to se a police of say changes in my interest rate and the amount

The Note Holder will deliver or small to se a police of say changes in my interest rate and the amount

of my mountly payment before the effective date of my change. The notice will include information required

by law to be given me and also the title and telephone; and of a person who will answer any question I may have regarding the notice.

TRANSPER OF THE PROPERTY OR A BENEFACY L IN TEREST IN BORROWER Covernment 17 of the Security Instrument is amended to read as full are:

Transfer of the Property or a Beneficial Interest in Borrower, V - or any part of the Property of any interest in it is sold or transferred (or if a beneficial inserent in Borrower is sold — underend and Borrower is so a natural person) without Lander's prior written consest, Lander may, I its opt an, receptle immediate payment in full of all same secured by this Security Interestruct. However, this content of all not be exercised by Lander if carefully last one in the date of this Security last one. Lender also shall be Lander if carefully last opins if: (a) Borrower casses to be submitted to Lander information to, v and by Lander to reclaim the intended transferre as if a last loss were being made to the transferrer and by I may promotely determines that Lander's security will not be intended to the bean semination and that the risk of a bonneth of

evaluate the intended transferre as if a new tons were being made to the transferrer and ton 1 cour catomally deserrolines that Lender's ascenticy will not be impaired by the hom assumption and that the risk control any conventual or agreement in this Security instrument is acceptable to Lender.

To the extent paralited by applicable law, Lender may charge a sousmable fee as a card to 1 to Lender's consent to the loan assumption. Lender may also require the transferre to sign at a as we prior agreement that is acceptable to Lender and that obligates the transferre to keep all the promises and agreement made in this Security instrument. Sorrower will continue to be obligated under the Note at d this Security instrument and the security instrument in writine.

made in the Note and in this Security Instrument. Borrower will configure to be obligated under the Note at this Security Instrument unders Leader selectes Borrower in writing.

If Leader exercises the option to require instructions payment in bull, Leader shall give Borrower notice of secretarism. The notice shall provide a period of one has than 30 days from the date the notice is delivered or melies while which Borrower must pay all same secured by this Security Instrument. If Borrower fail to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

MALINSTATE ADJUSTABLE RATE MIDER-LINOR PROPER Single Family

CSRROTT 02:23-94

1024646018 Page: 25 of 25

UNOFFICIAL COPY

| | • |
|--|------|
| 20505650 | |
| | |
| Date: 04/95/02 | |
| Number: 251018589 Servicing Number. 404304 | |
| BY SKINING BELOW, Borrower accepts and agreed to the terms and conceauts contained in this | |
| Activatic Rate Billier. | |
| Valerie Jacobar 1500) | |
| is-a | |
| | |
| (Seal) | |
| | |
| | |
| | |
| 4/2 | |
| | |
| | |
| | |
| | |
| τ_{\circ} | |
| 0. | |
| | Jsc. |
| | |
| | 0 |
| | |
| | |