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Illinois Anti-Predatory Lending Database Program

Certificate of Compliance

Doc#: 1028049042 Fee: \$70.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 10/07/2010 03:24 PM Pg: 1 of 18

800-532-8785

The property identified as:

PIN: 15-25-305-043-0000

Address:

Street:

190 SOUTHCOTE RD

Street line 2:

City: RIVERSIDE

ZIP Code: 60546

Lender: AMERICAN FIDELITY MORTGAGE SERVICES INC

Borrower: EDWARD MALINA INDIVIDUALLY AND AS TRUSTEF OF EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009 AND VALDA MALINA IND VIDUALLY AND AS TRUSTEE OF VALDA E.

MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009

Loan / Mortgage Amount: \$370,235.00

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

Certificate number: 0D2D06EB-3AAA-4221-B455-D78EEEBD4270

Execution date: 09/22/2010



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Prepared by: Michael L. Riddle Middleberg, Riddle & Gianna 717 N. Harwood, Suite 2400 Dallas, TX 75201

Return to: AMERICAN FIDELITY MORTGAGE ATTENTION: BILL SMITH 4200 COMMERCE CT SUITE 200 LISLE, IL 60532

1114 821

(Space Above This Line For Recording Data)

Data ID: 635

Loan No: 222414638

Borrower: EDWARD MALINA

Permanent Index Number: 15-25-305-043

MIN: 100394000000049967

DEFINITIONS

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

MORTGAGE

- (A) "Security Instrument" means this document, which is dated September 22, 2010, together with all Riders to this document.
- (B) "Borrower" is EDWARD MALIJA, Trustee of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009; VALDA E. MALINA, Trustee of VALDA E. MALINA REVOCABLE TRUST DATED SEPTEM RER 3, 2009. Borrower is the mortgagor under this Security instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Film., 11 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is AMERICAN FIDELITY MORTGAGE SURVICES, INC. Lender is A CORPORATION organized and existing under the laws of the Societof ILLINOIS. Lender's address is 1751 S. NAPERVILLE RD., STE 104 WHEATON, IL 60101.

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	(E) "Note" means the promissory note signed by Borrower and dated September 22, 2010. The Note states that Borrower owes Lender THREE HUNDRED SEVENTY THOUSAND TWO HUNDRED THIRTY-FIVE and NO/100Dollars (U.S. \$ 370,235.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2040.
	(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
	(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
	(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
)	Adjustable Rate Rider
	(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, or irrances and administrative rules and orders (that have the effect of law) as well as all applicable Irral, 1 on-appealable judicial opinions.
	(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that a simposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
	(K) "Electronic Fur is Transfer" means any transfer of funds, other than a transaction originated by check, draft, or sim ar page instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, ransfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
	(L) "Escrow Items" means those items has are described in Section 3.
	(M) "Miscellaneous Proceeds" means any omperation, settlement, award of damages, or proceeds paid by any third party (other than insurance proce ds pe'd under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemns dor or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
	(N) "Mortgage Insurance" means insurance protecting Lande against the nonpayment of, or default on, the Loan.
	(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrumen.
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(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LOT 1418 (EXCEPT THAT PART OF LOT 1418 LYING WESTERLY OF A STRAIGHT LINE DP AWN FROM A POINT AS MEASURED ALONG THE SOUTH LINE 120 FEET EAST OF 14'S OUTH WEST CORNER OF SAID LOT TO A POINT ON NORTH LINE 100 FEET EAST OF TA'S NORTH WEST CORNER OF SAID LOT) IN BLOCK 39 3RD DIVISION OF RIVELSI'S IN THE SOUTH WEST QUARTER SECTION 25, TOWNSHIP 39 NORTH 39, RANGE 1'Z E'ST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which currently has the address of 190 SOUT JCO1E ROAD,

RIVERSIDE, ILLINOIS

60546 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now c. becafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a par. C the property. All replacements and additions shall also be covered by this Security Instrument. A 1 of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands an agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, hat, in necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successo s and arsigns) 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 include to, releasing and canceling this Security Instrument.

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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.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Îtems pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose

reasurers check or cashiers check, provided any such check is drawn upon an institution whose coposits 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 (s) the other location as may be designated by Lender in accordance with the notice provisions in Section 5. Lender may return any payment or partial payment or partial payment are insuffice entitle bring the Loan current. Lender may accept any payment or partial payment insufficients beginning the Loan current. to bring the Le n current, without waiver of any rights hereunder or prejudice to its rights to refuse such paymen or partial payments in the future, but Lender is not obligated to apply such payments at the time suc' payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender ne's not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower mak's ray nent to bring the Loan current. If Borrower does not do so within a reasonable period of tire, 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 foreclo. ure. No offset or claim 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 coveryor and agreements secured by this Security Instrument.

2. Application of Payments of Pr ce ds. Except as otherwise described in this Section 2, all payments accepted and applied by Lercon shall be applied in the following order of priority:

(a) interest due under the Note; (b) princ pal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Period c Payment in the order in which it became due. Any remaining amounts shall be applied first to lat charges, second to any other amounts due under this

remaining amounts shall be applied first to lat charges, second to any other amounts due under this Security Instrument, and then to reduce the principal to alarce of the Note.

If Lender receives a payment from Borrower (2, 2) delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Voluntary prepayments shall be applied first to any prepayment charg's and then as described in the

Any application of payments, insurance proceeds, or Miscellaneous Traceeds to principal due under the Note shall not extend or postpone the due date, or change the an ount, of the Periodic Payments.

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3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been paying by Lender and if Lender requires, shall furnish to Lender receipts evidencing such payment. waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount du for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrow shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the wriver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are ther required under this Section 3.

Lender m, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender

to apply the Funds a die time specified under RESPA, and (b) not to exceed the maximum amount a lender can require unifer RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reaso able estimates of expenditures of future Escrow Items or otherwise in

current data and reaso able estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable 1 aw.

The Funds shall be 1 di 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 B. uk. I ender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Linder 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 permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law equires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be a fail on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as equired 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. Trequired by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in

shall pay to Lender the amount necessary to make up the shor age 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.

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected the Property insured against loss by fire, hazards included within the term "extended coverage," and an other hazards including, but not limited to, earthquakes and floods, for which Lender requires my ara ce. This insurance shall be maintained in the amounts (including deductible levels) and for the periods and Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower abject 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) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or simil relances occur which reasonably might affect such determination or certification. Borrower shall also be esponsible 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 coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the inurance 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 rate, string payment.

amounts shall bear interest at the Note rate from the of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower rate sting payment.

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

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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 or the insurance proceeds and snail be the sole obligation of Borrower. If the restoration of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2. If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that

the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The of Jay period will begin when the notice is given. In either event, or if Lender acquires the Property under School 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insural ce proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrumen', ap (b) any other of Borrower's rights (other than the right to any refund of unearned premiums pr d 'y 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

Purrower 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 rincipal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property flow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is reading in the Property, Borrower shall maintain the Property in order to prevent the Property from deterior ang or decreasing in value due to its condition. Unless in order to prevent the Property from deterior and or decreasing in value due to its condition. Onless it is determined pursuant to Section 5 that rep. ir or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to a oid further deterioration or damage. If insurance or condemnation proceeds are paid in connection on the Property only if Lender has released proceeds for such purposes. Lender may disburse proceed, for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration. of Borrower's obligation for the completion of such repair or restoration

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

cause.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and 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 bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Let use incurs no liability for not taking any or all actions authorized under this Section 9.

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

requesting pe ment.

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

any reason, the Mortgage I surar ce coverage required by Lender cases to be available from the mortgage insurer that previous by provided such insurance and Borrower was required to make separately designated payments toward the oren iums 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 cost of Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. 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, notwiths and ng 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 payments if Nortgage Insurance coverage (in the amount and for the period that Lender requires separately designated payment toward the premiums for Mortgage Insurance. If Lender requires separately designated payment toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for fact termination or until termination is required by Applicable Law. Nothing in this Section 10 afterts Forrower's obligation to pay interest at the rate provided in the Note.

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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

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).

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

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 under the Homeowners Protection Act of 1998 or any other law. These rights may in sudden the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insura , e, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage ir prance premiums that were unearned at the time of such cancellation or termination.

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

assigned to ind shall be paid to Lender.

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

In the event of a total taking, destruction, or it is in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by his Socurity Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or less in alue of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Sec . it Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and I caler otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount or the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fairk. a value of the Property immediately before the partial taking, destruction, or loss in value. Any takince shall be paid to (Pags.) of 15 Pages) Borrower.

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

apriled in the order provided for in Section 2.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payme it a modification of amortization of the sums secured by this Security Instrument granted by Lender to for over or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower or to refuse to extend time for payment of otherwise modify amonization of the sums secured by this Security Instrument by reason of any demand made by the origina Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right of remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Latofany Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability by the second of the property of the second in the second of the property of the second in the second of the property of the second in the second of the property of the second in the second of the property of the second of the property of the property of the second of the property of the proper

13. Joint and Several Lao int, Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument to but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgar, 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 the Let let and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrumen 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 the Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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 nutice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrower's nulless Applicable Law expressly requires otherwise. The notice address shall be the Property Addre's 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 Borro ver' change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by

first class mail to Lender's actress stated herein unless Lender has designated another address by notice to Borrower. Any notice in connectic with this Security Instrument shall not be deemed to have been given to Lender until actually received to 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 juri diction in which the Property is located. All rights and obligations contained in this Security Instrument i.e. subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly of an activity allow the parties to agree by contract or it might be silent, but such silence shall not be consumed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provision of this Security Instrument or the Note which can be given effect without the conflicting provision.

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As used in this Security Instrument: (a) words of the masculine gender shall mean and 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 Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is 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 give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Sec ion 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower tail 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.

1) Be rower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower snall neve 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; (v) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) anti-y of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had accurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurr d in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reas proofly require to assure that Lender's interest in the Property and rights under this Security Instrumer., and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged anic's as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) noney order; (c) certified check, bank check, treasurer's check or cashier's check, provided any cuch check is drawn upon an institution whose deposits are insured by a federal agency, instrumentall v of 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 .ig' t to reinstate shall not apply in the NUMENT
Form 3014 1/01 (Page 1' of 15 Pages) case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the 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

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 ow d by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (wi'n s) ch notice given in compliance with the requirements of Section 15) of such alleged breach and anto. 35 the other party hereto a reasonable period after the giving of such notice to take corrective action. It ar plicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take forrictive action provisions of this Section 20.

21. Hazardous substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or naz rdous substances, pollutants, or wastes by Environmental Law and the following substances: g soline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, voiatile olvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to healt's, 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" nears a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the prise ce, use, disposal, storage, or release of any Hazardous Substances, or threaten to release an, La ardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, an ining 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 app'v 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 Projecty (including, but not limited to, hazardous substances in consumer products).

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the Size no sure proceeding the non-existence of a default or any other defense of Borrower to acceleration Pat for eclosure. If the default is not cured on or before the date specified in the notice, Lender at its opt on nay require immediate payment in full of all sums secured by this Security Instrument without our ner demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entired to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but 101 nmited 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 Corrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this S curity Instrument, but only if the fee is paid to a third party for services

rendered and the charging of the ce is permitted under Applicable Law.

24. Waiver of Homes ead. In accordance with Illinois law, the Borrower hereby releases and

waives all rights 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 o protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Bor.ower', in erests. 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 incurrence purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurence as required by Borrower's and Lender's agreement. If Lender purchases insurance for the colla eral, Borrower will be responsible for the costs of that insurance, including interest and any other charges lender may impose in connection with the placement of the insurance, until the effective date of the carce ation or expiration of the insurance. The costs of the insurance may be added to Borrower's total out anding balance or obligation. The costs of the insurance may be more than the cost of insurance Parower may be able to obtain on its

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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.

EDWARD MALINA, Trustee of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009 -- Borrowei

REVOCABLE TRUST DATED SEPTEMBER 3, 2009 -- Borrowell

BY SIGNING BELOW, the undersigned, Revocable Trust Settlor(s) of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009, acknowledge all of the terms and covenants contained in this Security Instrument and any rider(s) hereto and agree to be bound hereby.

Colward M. Malina. (Scal)
Dr. W. RD M. MALINA —Revocable Trust Settlor FLW/RD M. MALINA

BY SIGNING BELOW, the undersigned, Revocable Trust Settlor(s) of VALIDA E. MALINA REVOCABLE RUST DATED SEPTEMBER 3, 2009, acknowledge all of the terms and covenants contained in the security instrument and any rider(s) hereto and agree to be bound hereby.

Malina(Seal) VALDA E. MALINA

[Sprice Below This Line For A State of .

County of Coch

The foregoing instrument was acknowledged before me this 20 day of 20 10, by

20 10, by EDWARD MALINA, Trustee of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009; AND VALDA E. MALINA, Trustee of VALDA E. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009

My commission expires:

(Printed Name)

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OFFICIAL SEAL DIANE M. JEFFERIES Notary Public - State of Illinois My Commission Expires Dec 23, 2011

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Borrower: EDWARD MALINA

Data ID: 635

REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

- (A) "Revocable Trust." EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009; AND VALDA E. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009.
- (B) "Revocable Trust Trustee(s)." EDWARD MALINA Trustee(s) of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009; AND VALDA E. MALINA Trustee(s) of VALDA E. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009.
- (C) "Revocable Trust Settlor(s)." EDWARD M. MALINA, Settlor(s) of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009; AND VALDA E. MALINA Settlor(s) of VALDA E. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009.
- (D) Lender." AMERICAN FIDELITY MORTGAGE SERVICES, INC..
- (E) "Scor ity Instrument." The Mortgage and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at 190 SOUTHCOTE ROAD, RIVERSIDE, ILLINOIS 60546. [Property Address]

THIS REVOCABLE TRUST I IDER is made this 22nd day of September, 2010, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security the .

(Peg. 1) of 2 Pages) Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

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ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

By SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

EDWARD MALINA, Trustee of EDWARD M.
MALINA REVOCABLE TRUST DATED

SF TEMBER 3, 2009 —Borrower

VALDA E MALINA, Trustee of VALDA E MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009—Borrower

BY SIGNIN J LELOW, the undersigned, Revocable Trust Settlor(s) of EDWARD M. MALINA REVOCABLE TRUST DATED SEPTEMBER 3, 2009, acknowledge all of the terms and covenants contained in this Revocable Trust Rider hereto and agree to be bound hereby.

EDWARD M. MALINA — evocable Trust Settlor

BY SIGNING BELOW, the undersigned. Revocable Trust Settlor(s) of VALDA E. MALINA REVOCABLE TRUST DATED SEATENABER 3, 2009, acknowledge all of the terms and covenants contained in this Revocable Trust Ride, hereto and agree to be bound hereby.

Valda E. Malma Scal

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