UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program

Certificate of Compliance

Doc#: 1035450104 Fee: \$68.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 12/20/2010 03:07 PM Pg: 1 of 17

Report Mortgage France 800-532-8785

The property identified as:

PIN: 03-09-409-046-0000

Address:

Street:

534 COMANCHE TRL

Street line 2:

City: WHEELING

Lender: American Fidelity Mortgage Services

Borrower: Maria Karetnikov

Loan / Mortgage Amount: \$117,500.00

Jot Company Clerk? 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: 803BA7A3-DACF-4947-BC72-C4E957F50DD7

Execution date: 12/07/2010

1035450104 Page: 2 of 17

UNOFFICIAL COP

MENICAN FIDELITY MORTGAGE SERVICES INC. ATLA: FINAL DOCUMENT DEPARTMENT 420 J COMMERCE COURT #200 LISL:, L 60532-0922

This instrument was prenared by: LISA KUFER AMERICAN FIDELITY MCRTCAGT SERVICES, INC. 4200 COMMERCE COURT STF 200 LISLE, IL 60532

LOAN #: 602896411

b ve This Line For Recording Data!

Leturn to. SUCCESS TITLE SERVICES. OR 400 Skokle Siva Str. Age

MORTGAGE

MIN 1003940-1080002540-6

Northbrook, IL 60060

DEFINITIONS STS 10 - 0237 2
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DEC THER 7, 2010, Riders to this document.

(B) "Borrower" is MARIA KARETNIKOV, UNMARRIED.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that war in solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Securit, (producent.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 © 1999-2008 Online Documents, Inc. Page 1 of 12

Initials: ILEDEED

1035450104 Page: 3 of 17

UNOFFICIAL COPY

LOAN #: 602896411

MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is AMERICAN FIDELITY MORTGAGE SERVICES INC.

Lender is a CORPORATION, ILLINOIS. #200, LISLE, IL 60532-0922.	Lender's a	organized and existing under the laws of ddress is 4200 COMMERCE COURT
(E) "Note" means the promissory note s states that Borrower owes Lender *****	***ONE HUNDRED SEVENTEEN T	HOUSAND FIVE HUNDRED AND NO/100
plus interest. Borrower has promised to p		ments and to pay the debt in full not later
the Note, and all sums due under this Se	the Note, plus interest, any prepay curity Instrument, plus interest.	ment charges and late charges due under
executed by d'anower [check box as app	rity Instrument that are executed b vlicable}:	y Borrower. The following Riders are to be
Adjustable Rate Rider Balloon Aide		Second Home Rider Other(s) [specify]
(i) "Applicable Law" means sh controll	ing applicable federal, state and lo	ocal statutes, regulations, ordinances and
administrative rules and orders (that have opinions.	e the effect of law) as well as all	applicable final, non-appealable judicial
(J) "Community Association Dues, Free that are imposed on Borrower or the F:	s, and Assessments" means all d ഗ്രസ്യ by a condominium associa	ues, fees, assessments and other charges ation, homeowners association or similar
		transaction originated by check, draft, or
tape so as to order, instruct, or authorize not limited to, point-of-sale transfers, au	a financial ii stitution to debit or cre tomated teller macrine transactio	phonic instrument, computer, or magnetic dit an account. Such term includes, but is ns, transfers initiated by telephone, wire
transfers, and automated clearinghouse (L) "Escrow Items" means those items		•
(M) "Miscellaneous Proceeds" means a third party (other than insurance proceed	any compensation, settlame it, awa ds paid under the coverages disc ation or other taking of all or a y p	art of the Property; (iii) солveyance in lieu
(N) "Mortgage Insurance" means insura	ance protecting Lender against the larly scheduled amount due for (i) p	
(P) "RESPA" means the Real Estate Se regulation, Regulation X (24 C.F.R. Part successor legislation or regulation that go	ettlement Procedures Act (12 U.S 3500), as they might be amende overns the same subject matter. As	.C. §2601 at sr.q.) and its implementing d from time to time, or any additional or used in this Securit, it strument, "RESPA"
refers to all requirements and restrictions Loan does not qualify as a "federally rela	, -	derally related modgage loan" even if the
(Q) "Successor in Interest of Borrower" has assumed Borrower's obligations und		e to the Property, whether or he' mat party strument.
ILLINOIS - Single Family - Fannie Mae/Freddie Ma © 1999-2008 Online Documents, inc.	c UNIFORM INSTRUMENT Form 3014 1/0 Page 2 of 12	n Initials: ILEDEDL 0800
G 1995 BOOK OFFICE BOOKING INC.		ELBEDE 300

1035450104 Page: 4 of 17

UNOFFICIAL COPY

LOAN #: 602896411

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 [Type of Recording Jurisdiction] of Cook

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

APN #: 03-09-409-046-0000

which cur enly has the address of 534 COMMANCHE TRAIL, WHEELING,

[Street] [City]

Illinois

£0650 (Zip Cod≤) ("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Troperty 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 real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agre and follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charger, a. I Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and this prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any the k or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender ringala, 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, treasuler's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may be used to the location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may be used to the location designated by Lender may be used to the location designated by Lender in accordance with the notice provisions in Section 15.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

© 1999-2008 Online Documents, Inc.

Page 3 of 12

Initials:

1035450104 Page: 5 of 17

UNOFFICIAL COPY

LOAN #: 602896411

payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds, Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic Payment is outstanding, Lender may 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 priym in this applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due, foluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any appire tion of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postrone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in $|u|^{\dagger}$ 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) Monor ge 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: ny time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, he encrowed 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 Iten's unit as Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's or ligation 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 valver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payr lent or Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipte shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the philase covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a wait er and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pry such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

© 1999-2008 Online Documents, Inc.

Page 4 of 12

Initials:

LEDEDL OUT

1035450104 Page: 6 of 17

UNOFFICIAL COPY

LOAN #: 602896411

an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

4. 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, Pon ower shall pay them in the manner provided in Section 3.

Lorrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agre as in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Bo row er 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 concluded; or (c) secures from the holder of the lien an agreement sitis' ctory 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 explanations are forth above in this Section 4.

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

5. **Property Insurance.** Borrow er chall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and hoods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible leveled) for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the form of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right of 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 subsequent charges each time remaining or similar changes occur which reasonably might affect such determination or certification. Borrower shall also or responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above. Lender may obtain insurance 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 purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might not purchase any particular type or amount of coverage the Property, or the contents of the Property, against any risk, hazard or lial fility and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security in any interest, upon notice from Lender to Borrower requesting payment.

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

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 © 1999-2008 Online Documents, Inc. Page 5 of 12

[nítials:

LEDEOL JAN

1035450104 Page: 7 of 17

UNOFFICIAL COPY

LOAN #: 602896411

of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums 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 mothers. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settly a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Bolloy er's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security last ungent, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Born war) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Fron rty. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid u. de the Note or this Security Instrument, whether or not then due.

- 6. Occupancy, Sorrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of tris Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one your first the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or imless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenanc and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to acceptionate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Planetty in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined our unit to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property Friamaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with dam ago to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has rileased proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a sain's of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or estore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default ii, during the oan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrowe 's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to p. ovine Lender with material information) in connection with the Loan. Material representations include, but are not limit (c.t.), 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 singal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security II strument (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 than Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and not as under

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 © 1999-2008 Online Documents, Inc.

Initials: LEDEDL wo

1035450104 Page: 8 of 17

UNOFFICIAL COPY

LOAN #: 602896411

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.

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

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

 Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall he premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Formwer was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrows and pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from a 12th anate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Baovier shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in f a, 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 Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Nort age Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a lorg-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written $r_{\rm S}$ -e-ment between Borrower and Lender providing for such termination or until termination is required by Applicable Law, Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Mortgage insurers evaluate their total risk on all such ir sur noe 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 Insurer or premiums).

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

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

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
© 1999-2008 Online Documents, inc.
Page 7 of 12

Initials:

ILEDEDL 321

1035450104 Page: 9 of 17

UNOFFICIAL COPY

LOAN #: 602896411

receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

In the event of a partial taking, destruction, or loss in value of the Property inwhich the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and London otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Mis colonous 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 fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property inwhich 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 Plor eads 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 at a ward 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 on the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that was Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous.

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 in pairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default find a cocleration 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 find but 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 applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Expansion of the time for payment or modification of amortization of the sums secured by this Security Instrument grature by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Gocurity Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of paymer is 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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

© 1999-2008 Online Documents, Inc.

Page 8 of 12

nitials:

ILEDEDI . 30

1035450104 Page: 10 of 17

UNOFFICIAL COPY

LOAN #: 602896411

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security 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.

in the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or officer i) an charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any subject of the permitted limit, and (b) any subject of the permitted limit, and (b) any subject of local collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make init refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reducing the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a pice payment 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 then actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Andreas unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lander of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then bonower 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 address stated herein unless lender has designated another address by notice to Dorrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until any life received by Lender. If any notice required by this Security instrument is also required under Applicable Law, the April cable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. Air in this and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Air princable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plucel 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 8, "Liferest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

© 1999-2008 Online Documents, Inc.

Page 9 of 12

Initials:

W V

1035450104 Page: 11 of 17

UNOFFICIAL COPY

LOAN #: 602896411

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 Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security his rument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; lethays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' feer, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the P op rty and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure with ander's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sur, is sourced by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lande (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such chr.ck is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electionic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain tilly effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of '...n 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 for the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs where 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 Service, it hould be given written notice of the change which will state the name and address of the new Loan Servicer, thould have sold be made and any other information RESPA requires in connection with a notice of the ansfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchase of the Mote, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchase.

Neither Borrower nor Lender may commence, join, or be join of to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pt', stant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in commence with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action of this Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action of this Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are the resubstances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile colvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

Page 10 of 12

nitials:

MR

1035450104 Page: 12 of 17

UNOFFICIAL COPY

LOAN #: 602896411

of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition raised by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. In Surrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or chemical in a condition 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-UN IFORM 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 covernment 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 recure 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 foreclosure proceeding the notice distance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not our addenotes the date specified in the notice, Lender at its option may require immediate payment in full of all sums accured by this Security Instrument without further demand and may foreclose this Security Instrument by by including by the remedies provided in this Security Instrument without further demand and may foreclose this Security Instrument by including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by air Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs, Londer may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services residered and the charging of the fee is permitted under Applicable Law.
- 24. Walver of Homestead. In accordance with Illinois law, the Eor over 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 to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower in akes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible to the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

© 1999-2008 Online Documents, Inc.

Page 11 of 12

Initials: NA

1035450104 Page: 13 of 17

(LEDEDL U30)

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agre instrument and in any Rider executed by Borrower and	ees to the terms and covenants contained in this Security recorded with it. (Seal)
State of ILLINOIS County of: The foregoing instrument was acknowledged MARIA KARETNIKOV (name of person acknowledged)	before me this The December 200 (date) by diged).
\Diamond	(Signature of Person Taking Acknowledgement)
OFFICIAL SEAL M NARVAEZ NUTARY PUBLIC - STATE OF ILLINOIS NOT CURMISSION EXPIRES:02/18/13	(Title or Rank) (Serial Number, if anv)
Ox Coox	Olympia Clarks Opposite the control of the control

Page 12 of 12

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01

© 1999-2008 Online Documents, Inc.

1035450104 Page: 14 of 17

UNOFFICIAL COPY

EXHIBIT A

LOT 57 EXCEPT THE SOUTH 37.50 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) IN MALIBU UNIT NUMBER 1, BEING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 03-09-409-046-0000



1035450104 Page: 15 of 17

NOFFICIAL COP

LOAN #: 602896411 MIN: 1003940-1080002540-6 PLANNED UNIT DEVELOPMENT RIDER

CASE #:

THIS PLANNED UNIT DEVELOPMENT RIDER is made this day of and is incorporated into and shall be deemed to amend and DECEMBER, 2010 supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to american fidelity mortgage services, inc., a corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 534 COMMANCHE TRAIL, WHEELING, IL 60090.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions and restrictions

(the "Declaration").

The Property is a part of a planned unit development known as MALBU

(the "PUD"). The Property aiso includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the

Security Instrument, Borrower and Lender further covenant and agree as follows: **A. PUD Obligations.** Borrower shall perform elicited covenant and agree as follows:

PUD's Constituent Documents. The "Constituent Locuments" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" pc, cy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by re, hazards

Initials: MULTISTATE PUD RIDER—Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 140 © 1999-2008 Online Documents, Inc. Page 1 of 3 F3150RDU F3150RLU 08'

1035450104 Page: 16 of 17

JNOFFICIAL COPY

LOAN #: 602896411

included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

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

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repuir following a loss to the Property, or to common areas and facilities of the PUD, any proces is payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall arply the proceeds to the sums secured by the Security Instrument, whether or

not then aud, with the excess, if any, paid to Borrower.

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

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

D. Condemnation The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Lorrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of subtractial destruction by fire or other casualty or in the case of a taking by condemnation of entire the provision of the "Constituent Documents" of the provision of the "Constituent Documents" of the "Constituent Docum of Lender; (iii) termination of professional me regement and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender,

F. Remedies. If Borrower does not pay PUD dues and acsessments when due, then Lender may pay them. Any amounts disbursed by Lende Or der this paragraph F shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with

interest, upon notice from Lender to Borrower requesting payment.

Initials:

MULTISTATE PUD RIDER.-Single Family.-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

© 1999-2008 Online Documents, Inc.

Page 2 of 3

1/01 F3150RLU 08/

1035450104 Page: 17 of 17

UNOFFICIAL COPY

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

MINSTRUME V MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUME 1) F rm 3150 1/01