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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1101004082 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 01/10/2011 09:30 AM Pg: 1 of 15

Report Mortgage Fraud 800-532-8785

The property identified as:

(III): 27-31-307-060-0000

Address:

Street:

18027 Breckenridge Boulevard

Street line 2:

City: Orland Park

State: IL

ZIP Code: 60467

Lender: Inland Home Mortgage Company

Borrower: Robert J. Jackson and Rosanne Jackson

Loan / Mortgage Amount: \$244,000.00

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

Filett 1020007

Old Republic National Title Insurance Company, 3923 W 95th St. Evergreen Park, 111 698055

Certificate number: ABA72F85-8867-4648-BEA3-90BD204DEF37

Execution date: 12/20/2010

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MORTGAGE

MAN: 100818101011180011

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sec ic is 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 December 20, 2010, together with all Riders to thir document.
- (B) "Borrower" is ROBERT J JACKSON AND ROSANNE JACKSON, HUSBAND AND WIFE. Borrower is the management of the management of the state of
- (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 an icriting under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-wiERS.
- (D) "Lender" is INLAND HOME MORTGAGE COMPANY. Lender is LLC, organized and existing under the laws of IL. Lender's address is 2225 S. WOLF RD, HILLSIDE, ILLINOIS 60162.
- (E) "Note" means the promissory note signed by Borrower and dated December 20, 2010. The Note states that Borrower owes Lender TWO HUNDRED FORTY-FOUR THOUSAND AND NO/100 Dollars (U.S. \$244,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2026.
- (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.

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(H) "Riders" means all Riders to to Borrowe, (c) or a box as applicable):	nis Security Instru	ment that are executed by	y Borrower. T	he following Riders are to be executed by	
/. ijus' able Rate Rider Ballor a Ri ler 1-4 Family Judes Other (Specif.)	Condo	minium Rider d Unit Development Ride kly Payment Rider	, 📮	Second Home Rider VA Rider	
(I) "Applicable Law" mer as all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.					
(J) "Community Association Duct Borrower or the Property by a cond	rees, and Assess ominivar a sociation	sments" means all dues, on, homeowners associati	fees, assessme ion or similar	ents and other charges that are imposed on organization.	
Instrument, which is initiated through	h an electronic terr ebit or credit or co	minal, telephonic instrume count. Such term include:	ent, computer, s. but is not lir	riginated by check, draft, or similar paper or magnetic tape so as to order, instruct, or nited to, point-of-sale transfers, automated aringhouse transfers.	
(L) "Escrow Items" means those items that are described in Section 3.					
insurance proceeds paid under the co	verages described roperty; (iii) conv	l in Section 5) for: (i) dama	ige to, or destri	proceeds paid by any third party (other than action of, the Property; (ii) condemnation or aisrepresentations of, or omissions as to, the	
(N) "Mortgage Insurance" means	insurance protecti	ng Lender agains: மாரு	payment of, o	or default on, the Loan.	
(O) "Periodic Payment" means the under Section 3 of this Security Inst	: regularly schedul rument.	led amount due for (i) pri	cinal and inte	erest under the Note, plus (ii) any amounts	
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et sec., 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 uccess or legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirement are 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 Bor Borrower's obligations under the N	rower" means any ote and/or this Sec	y party that has taken title curity instrument.	to the Prope	rty, v.ned or or not that party has assumed	
TRANSFER OF RIGHTS IN THE	PROPERTY			0.	
(ii) the performance of Borrower's c	ovenants and agree o MERS (solely as	ements under this Security s nominee for Lender and I	Instrument an Lender's succe	tensions and modifications of the Note; and id the Note. For this purpole, Borrower does ssors and assigns) and "od successors and	
SEE ATTACHED EXHIBIT	"A"				
Parcel Identification Number:	27-31-307-060-00	200		Tico	
which currently has the address of:		NRIDGE BLVD K, ILLINOIS 60467		("Property Address"):	
now or hereafter a part of the propert is referred to in this Security Instrum- granted by Borrower in this Securit Lender's successors and assigns) has	y. All replacements tent as the "Propert ty Instrument, but, as the right: to exer	s and additions shall also by." Borrower understands , if necessary to comply reise any or all of those int	e covered by the and agrees that with law or colorests, including	d all easements, appurtenances, and fixtures his Security Instrument. All of the foregoing t MERS holds only legal title to the interests astom, MERS (as nominee for Lender and ing, but not limited to, the right to foreclose I to, releasing and canceling this Security	

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.

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"Alls SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations to particular to constitute a uniform security instrument covering real property.

UNIFOR' COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of coloridates, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest in, he debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for esc on Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, it any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender in y require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following funns, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any sun check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electroni Fund Transfer.

instrumentality, or entity; or (d) Electroni. Fund: Transfer. Payments are deemed received by Lende. When received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the 1 otic provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment are insufficient to bring the Loan current, without waiver of any rights bue adder or prejudice to its rights to refuse such payment or partial payment insufficient to bring the Loan current, without waiver of any rights bue adder 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 une paid if 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.

2. Application of Payments or Proceeds. Except as otherwise oer rib d 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 'clote; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the coder in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this pacurity Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which in Judes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more the one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payment is, 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 payment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the No e, half not extend or postpone 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 full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items "raiv", can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on or "orperty, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, "ray 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 Cor unity 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 waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay s

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Form 3014 Borrower(s) Initials

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

The Funds Sing! be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is at any strion whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no late than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the ever a account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required on any 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 runds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the mount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of I units 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.

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; Lieas. 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 Lieuron. Hems, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security in trument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but why, 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 and 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/o. r porting service used by Lender in connection with this Loan.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance 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 insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall

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Porrower(s) Initials

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

In the event of less, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Barrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance were quired 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 Lerder has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspect such as hall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of proof ass payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance; roceeds, 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 restor and, or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum, serving the third partier, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied to the order provided for in Section 2.

Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender of the file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice troin Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin 'nen'te notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borrower) under all insurance proceeds einer or repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Forrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Torrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be a reasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Butt' wer shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Bo A wer is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in which the condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall premptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of purposes are more is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any reseas or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or incorporation or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or

Borrower(a) Initials

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rights unvertilis Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, and the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or A ber and e violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender one 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 action, authorized under this Section 9.

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

notice from Lender to Eurower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehood and one fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Letter required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the 10. Mortgage Insurance. If Letter required Mortgage insurance as a condition of making the Loan, Borrower shall pay the 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 insurance and provided such insurance and Borrower was required to make separately designated payments toward the premiums or lortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, from an clier ate 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 with vocept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest to be mings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the price of that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately distinct payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan 2 P ... ower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums a quired to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage in irance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is equired by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Montgage Insurance reimburses Lender (or any entity that purchases the Note) for cer ain losses it may incur if Borrower does not

repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance,

Mortgage insurers evaluate their total risk on all such insurance in force from time to inc, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on term, and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the cortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include fund, contained from Mortgage Insurance

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, at y 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 pertion 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 are insured, 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, e- any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and the; 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 and the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the 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

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

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earnings at sitch Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellene at Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to a orrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the part all thing, 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 Lender otherwise agree in writing, the sums secured by this Security I six ment shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the cur, secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair

market value of the Property immediately he fore the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking destriction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, des. uction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Bor own rand Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to

the sums secured by this Security Instrument what a or not the sums are then due.

If the Property is abandoned by Borrower, or if, Paer 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 during settle set

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 Lenden's present in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, rein that are provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes force' are of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of ray award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be raid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repaire, the Property shall be applied in the order provided for in

- 12. Borrower Not Released; Forbearance By Lender Not a Walver. Extendion r. the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or Ty Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Levice chall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or of erwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Len exist acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then the shading the awaiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and are contact and several. However, any Borrower who co-signs this Security Instrument but the contact the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's inter-st 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 can as 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. Lean 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

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by the am and necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; a vill be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct permitted limit; and the permitted limit, and the permitted limit is vill be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct permitted limit and the Note of the Note

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Lat expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address. The notice address shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Parawer's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only or e 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 Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required only 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 Cor struction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All right and bligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause 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 grade shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include factorial 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 interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer not le 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 Bor. over is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may equipment 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 a security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies per united 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 'co rty 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 Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security 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 Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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70. Sile of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Insurvice) 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 of ider 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 incline 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 ar and assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may nor mênce, 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 has breached any

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason (i, this becurity Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirement of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take correct ve action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deem of the party period of 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 or rective action provisions of this Section 20.

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

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, not 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 Substance, created to be appropriate to normal residential uses and to maintenance of the Property (including, but not timed 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 Substanc: or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, in a ling, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a lazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory tathority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower and substance affecting the Property is necessary, Borrower and substance affecting the Property is necessary by obligation of surfer 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 colen, it 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 foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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4. Ne ver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois non estead exemption laws.

25. Place a set of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's expense to protect Lender's interests in Borrower's collateral. This tenance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any of a charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be able to obtain on its own.

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

Robert I Jackson (Sa)	Bosom Jocks	n) (Seal)
ROBERT J JACKSON	RÓSANNE JACKSON	-Вопоже
	nty str	
	for said coun'y ar d state do hereby certify that ROE	
and ROSANNE JACKSON, personally known to me to be the san appeared before me this day in person, and acknowledged that we voluntary act, for the uses and purposes therein set forth.	they signed and delivered the said instrument as	
Given under my hand and official seal, this day of	December 200	
My Commission Expires: Aug 9, 2011	1 4	
CESTOTAL SEAL FRIN Y BOVIALL	1 3/	4
Hotary Public - State of Illinois My Commission Expires Aug 9, 2011	Notary Public	155
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ALTA COMMITMENT 2006

File to. 020007 Associate File No:

EXHIBIT A

Legal Description: 'b' (art of Lot 57, in Breckenridge Subdivision, being a subdivision of part of the East half of the Southwest "narter of Section 31, township 36 North, Range 12 East of the Third Principal Meridian corn ing to the plat thereof recorded July 1, 2002 as document no. 0020727072, described as foll-wr. Commencing at the Southeast corner of said Lot 57; thence South 88 degrees 47 minutes 22 seconds West, along the South line of said Lot 57, 25 feet; thence North 1 degree 12 minutes 38 seconds West, 73.14 feet, to the point of beginning; thence continuing North 1 degree 12 minutes 38 seconds (at 3, 9.00 feet; thence South 88 degrees 47 minutes 22 seconds West, 70.00 feet; thence South 1 degree 12 minutes 38 seconds East 39.00 feet; thence North 88 degrees 47 minutes 22 seconds East 70.00 feet to the point of beginning, in Cook County, Illinois,

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20th day of December, 2010, and is incorporated into and shall be deemed to amend at d supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, gir on by the undersigned (the "Borrower") to secure Borrower's Note to INLAND HOME MORTGAGE CU. 17 A. 17, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument and "Lender") of the same date and covering the Property described in the Security Instrument and "Lender").

18027 BRECKENRIDGE PLVD ORLAND PARK, ILLING'S 60467 (Property Address)

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

Covenants, Conditions and Restrictions of Record

(the "Declaration"). The Property is a part of a planned unit development known as

BRECKENRIDGE TOWNHOUSE

(Name of Planned Unit Development)

(the "PUD"). The Property also 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 all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" 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.

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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "t lan) et" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in neamounts (including deductible levels), for the periods, and against loss by fire, hazards included within the tere "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender equires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the Jearly 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 car, change during the term of the loan.

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

In the event of a distribution of property insurance proceeds in lie of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the 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, vay ble to Borrower in connection with any condemnation or other taking of all or any part of the Property or incommon 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. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management 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.

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F. Remedies. If Bon ower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. 'Ink as 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 powment.

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

Robert JARKSON -Borrower

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<u>~~</u>

Control Office

(Seal)