Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#: 1101919011 Fee: \$72,00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 01/19/2011 08:45 AM Pg: 1 of 19

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 17-20-232-024-0000

Address:

Street:

910 W. Village Court

Street line 2:

City: Chicago

Lender: State Farm Bank, FSB

Borrower: Pei Chan Li

Loan / Mortgage Amount: \$335,300.00

State: In Columnia Co 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.

Certificate number: AE1BDA94-0223-4B1F-8F1B-DEFA39BE582B

Execution date: 12/21/2010

1101919011 Page: 2 of 19

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After Recording Return To: State Farm Bank, F.S.B ATTN: Post Closing Department 111 Corporate Office Drive; Suite 300 Earth City, MO 63045-1506

Prepared By: State Farm Bank, F.S.B 111 Corporate Office Dr.; Suite 300 Earth City, MO 63045-1506

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1004032-3000139852-2 Loan #: 0033130923

DEFINITIONS

Words used in multiple sections of this docur ent are defined belo and other ords are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of ords used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, hich is dated Decem er 21, 2010, together ith all Riders to this document.
- (B) "Borrower" is Pei Chan Li. Borrower is the mortgagor under this Security Instrument.
- 'MERS' is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the la s of Dela are, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (288) 679-MERS.
- (D) "Lender" is State Farm Bank, F.S.B.. Lender is a Federal Thrift organized and existing under the la s of THE UNITED STATES OF AMERICA. Lender's address is 111 Corpora e Office Drive, Suite 300, Earth City, MO 63045.
- (E) "Note" means the promissory note signed by Borro er and dated Decem er 21, 2010. The Note states that Borro er o es Lender THREE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED AND NO/100 Dollars (U.S. \$ 335,300.00) plus interest. Borro er has promised to pay into debt in regular Periodic Payments and to pay the debt in full not later than January 01, 2026.
- (F) "Property" means the property that is described belo under the heading "Transfer of Rights in the Property.'
- "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borro er. The follo ing

* 3 0 0 0 1 3 9 8 5 2 *
ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06

riders are to be executed by borrower [crieck box as applicable].							
[]	Adjustable Rate Rider	[]	Condominium Rider	[]	Second Home Rider		
	Balloon Rider 1-4 Family Rider		Planned Unit Development Rider BiXeekly Payment Rider		VA Rider Other(s) [specify]		

- (I) "Applica le Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of laX) as Xell as all applicable final, non-appea able judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on BorroXer or the Property by a condominium association, homeoXners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, Xhich is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfe's nifiated by telephone, Xire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, aXard of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu or condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly school-led amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and extrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, Xhether or not that party has assumed BorroXer's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all reneXals, extensions and modifications of the Note; and (ii) the performance of BorroXer's covenants and agreements under this Security Instrument and the Note. For this purpose, BorroXer 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 folloXing described property located in the **COUNTY** [Type of Recording Jurisdiction] of **COOK** [Name of Recording Jurisdiction]:



LLINOIS—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06



* M C M D O T *
Form 3014 1/01 (page 2 of 14 pages)

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

hich currently has the address of **910 W Village Ct** [Street] **Chicago** [City], Illinois **60608** [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements no or hereafter erected on the property, and all easements, appurtenances, and fixtures no or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borro er understands and agrees that MERS holds only legal title to the interests granted by Borro er in this Security Instrument; but, if necessary to comply lith la 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. Equired of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borro er is la fully 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. Porro er arrants and ill 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 ith limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borro er and Lander covenant and agree as follo s:

1. Payment of Principal, Interest, Escrow Iroms, Prepayment Charges, and Late Charges. Borro er shall pay hen due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borro er shall also pay funds for Escro Items pursuant to Section 3. Payments due under the Note and his Security Instrument shall be made in U.S. currency. Ho ever, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the folloting 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 drain upon an institution hose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender hen received at the location designated in the Note or at such other location as may be designated by Lender in accordance—ith the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment incufficient to bring the Loan current, ithout—aiver 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 Borro er makes payment to bring the Loan current. If Borro er does not do so ithin a reasonable period of time, Lender shall either apply such funds or return them to Borro er. If not applied earlier, such funds—ill be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim—hich Borro—er might have no—or in the future against Lender shall relieve Borro—er from making

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ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence, LLC 3013 02/06

* M C M D O T *

* M C M D O T *
Form 3014 1/01 (page 3 of 14 pages)

7.0.6

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 other ise described in this Section 2, all payments accepted and applied by Lender shall be applied in the folloting 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 high 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 Borro er for a delinquent Periodic Payment hich 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 Borro er to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow (c.ms. Borro er 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—hich can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by corro er to Lender in lieu of the payment of Mortgage Insurance premiums in accordance—ith the provisions of Section 10. These items are called "Escro Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any,

be escro ed by Borro er, and such dues, fees and assessments shall be an Escro Item. Borro er shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borro er shall pay Lender the Funds for Escro Items unless Lender aives Borro er's obligation to pay the Funds for any or all Escro Items. Lender may aive Borro er's obligation to pay to Lender Funds for any or all Escro Items at any time. Any such aiver may only be in riting. In the event of such aiver, Borro er shall pay directly, hen and here payable, the amounts due for any Escro Items for hich payment of Funds has been aived by Lender and, if Lender requires, shall furnish to render receipts evidencing such payment ithin such time period as Lender may require. Borro er'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 Borro er is obligated to pay Escro Items directly, pursuant to a aiver, and Borro er fails to pay the amount due for an Escro Item, Lender may exercise its rights under Section 9 and pay such amount and Borro er shall then be obligated under Section 9 to repay to Lender any such amount I ander may revoke the aiver as to any or all Escro Items at any time by a notice given in accordance (th Section 15 and, upon such revocation, Borro er shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06

* M C M D O T *

* M C M D O T *
Form 3014 1/01 (page 4 of 14 pages)

A.C.L

The Funds shall be held in an institution hose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution hose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escro Items no later than the time specified under RESPA. Lender shall not charge Borro er for holding and applying the Funds, annually analyzing the escro account, or verifying the Escro Items, unless Lender pays Borro er interest on the Funds and Applicable La permits Lender to make such a charge. Unless an agreement is made in riting or Applicable La requires interest to be paid on the Funds, Lender shall not be required to pay Borro er any interest or earnings on the Funds. Borro er and Lender can agree in riting, ho ever, that interest shall be paid on the Funds. Lender shall give to Borro er, ithout charge, an annual accounting of the Funds as required by RESPA.

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

Upon payment in will of all sums secured by this Security Instrument, Lender shall promptly refund to Borro er any Funds heid by Lender.

4. Charges; Liens. Boro er shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property hich car 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 Escro Items, Borro er shall pay them in the manner provided in Section 3.

Borro er shall promptly discharge any ren hich has priority over this Security Instrument unless Borro er: (a) agrees in riting to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borro er is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the len in, legal proceedings hich in Lender's opinion operate to prevent the enforcement of the lien hile 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 hich can attain priority over this Security Instrument, Lender may give Borro er a notice identifying the lien. Within 10 days of the date on hich that notice is given. Borro er shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borro er shall keep the improvements no existing or hereafter erected on the Property insured against loss by fire, hazards included ithin the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for hich Lender requires insurance. This insurance shall be maintained in the amounts (including deouclinia levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borro er subject to Lender's right to disapprove Borro er's choice, hich right shall not be exercised unreasonably. Lender may require Borro er to pay, in connection ith this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur hich reasonably might affect such determination or certification. Borro er shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection ith the revie of any flood zone determination resulting from an objection by Borro er.

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ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence, LLC 3013 02/06

* M C M D O T *

* M C M D O T *
Form 3014 1/01 (page 5 of 14 pages)

R.C.L

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

All insurance policies required by Lender and rene als 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 myrtgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and rene al certilicates. If Lender requires, Borro er shall promptly give to Lender all receipts of paid premiums and rane al notices. If Borro er obtains any form of insurance coverage, not other ise 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, Borro er shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borro er. Unless Lender and Borro er other ise agree in riting, any insi/ance proceeds, hether or not the underlying insurance as required by Lender, shall be applied to resturation 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 ork has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lendermay disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the ork is completed. Unless an agreement is made in riting or Applicable La requires interes, to be paid on such insurance proceeds, Lender shall not be required to pay Borro er any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borro er shall not be pair out of the insurance proceeds and shall be the sole obligation of Borro er. If the restoration or repair is not economically feasible or Lender's security ould be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, hether or not then due, ith the excess, if any, pair to Borro er. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borro er abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borro er does not respond ithin 30 days on notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period ill begin hen the notice is given. In either event, or if Lender acquires the Property under Section 22 or other ise, Borro er hereby assigns to Lender (a) Borro er's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security II strument, and (b) any other of Borro er's rights (other than the right to any refund of unearned pre-ciums paid by Borro er) under all insurance policies covering the Property, insofar as such rights are april caple to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, hether or not then due.

- 6. Occupancy. Borro er shall occupy, establish, and use the Property as Borro er's principal residence ithin 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borro er's principal residence for at least one year after the date of occupancy, unless Lender other ise agrees in riting, hich consent shall not be unreasonably ithheld, or unless extenuating circumstances exist hich are beyond Borro er's control.
 - 7. Preservation, Maintenance and Protection of the Property; Inspections. Borro er shall

ILLÎNOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06

* M C M D U i *
Form 3014 1/01 (page 6 of 14 pages)

not destroy, damage or impair the Property, allo the Property to deteriorate or commit aste on the Property. Whether or not Borro er is residing in the Property, Borro er shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borro er shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection ith damage to, or the taking of, the Property, Borro er shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the ork is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borro er is not relieved of Borro er's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borro er shall be in default if, during the Loan application process, Borro er or any persons or entities acting at the direction of Borro er or ith Borro er's kno ledge or consent grave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender ith material information) in connection ith the Loan. Material representations include, but are not limited to, representations concerning Borro er's occupancy of the Property as Borro er's principal regidence.
- **9. Protection of Lender's interest in the Property and Rights Under this Security Instrument.** If (a) Borro er 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 or a lien hich may attain priority over this Security Instrument or to enforce la s or regulations), or (c) Borro er has abandoned the Property, then Lender may do and pay for hatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protect no and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions an include, but are not limited to: (a) paying any sums secured by a lien hich has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Froperty and/or rights under this Security Instrument, including its secured position in a bankruptcy processing. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, eplace or board up doors and indo s, drain atter 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 the 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 Borro er secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, ith such interest, upon notice from Lender to Borro at requesting payment.

If this Security Instrument is on a leasehold, Borro er shall comply ith all the provisions of the lease. If Borro er acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in riting.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borro er 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 insurer that previously provided such insurance and Borro er as required to make separately

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ILLINOIS-—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortoace Cadence, LLC 3013 02/06

* M C M D O T *
Form 3014 1/01 (page 7 of 14 pages)

7. C. L

designated payments to and the premiums for Mortgage Insurance, Borro er shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borro er of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borro er shall continue to pay to Lender the amount of the separately designated payments that ere due hen the insurance coverage ceased to be in effect. Lender ill accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, not lithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borro er 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 to and the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borro er as required to make separately designated payments to ard the premiums for Mortgage Insurance, Borro er shall viv the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss receive, until Lender's requirement for Mortgage Insurance ends in accordance ith any ritten agreement bet een Borro er and Lender providing for such termination or until termination is required by Applicable La. Nothing in this Section 10 affects Borro er's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimourses Lender (or any entity that purchases the Note) for certain losses it may incur if Borro er does not renay the Loan as agreed. Borro er is not a party to the Mortgage Insurance.

Mortgage insurers evaluate the r trital risk on all such insurance in force from time to time, and may enter into agreements lith 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 (hich may include

funds obtained from Mortgage Insurance 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 derive from (or might be characterized as) a portion of Borro er's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "cartive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- () 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 receive certain disclosures, to request and o tain 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.

ILLINOIS—Single Family—Fannie Mae Mortgage Cadence, LLC 3013 02/06 -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

* M C M D Q T *
Form 3014 1/01 (page 8 of 14 pages)

1101919011 Page: 10 of 19

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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 ork 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 ork is completed. Unless an agreement is made in riting or Applicable La requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borro er any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security ould be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, hether or not then due, ith the excess, if any, paid to Borro er. 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, hether or not then due, ith the excess, if any, paid to Borro er.

In the event of a partial taking, destruction, or loss in value of the Property in hich 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 Borro er and Lender other ise agree in riting, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the folloting 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 Borro er.

In the event of a partial taking, destruction, or loss in value of the Property in hich 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 Borro er and Lender other ise agree in riting, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument mether or not the sums are then due.

If the Property is abandoned by Borro or, or if, after notice by Lender to Borro er that the Opposing Party (as defined in the next sentence) offe s to make an alard to settle a claim for damages, Borro er fails to respond to Lender ithin 30 days after the Jate the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, hether or not then Jue. "Opposing Party" means the third party that ones Borro er Miscellaneous Proceeds or the party, against hom Borro er has a right of action in regard to Miscellaneous Proceeds.

Borro er shall be in default if any action or proceeding, hether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other readerial impairment of Lender's interest in the Property or rights under this Security Instrument. Borro er can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the riction or proceeding to be dismissed—ith 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 a and or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; For earance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borro er or any Successor in Interest of Borro er shall not operate to release the liability of Borro er or any Successors in Interest of Borro er. Lender shall not be required to commence proceedings against any Successor in Interest of Borro er or to refuse to extend time for payment or other ise modify amortization of the sums secured by this Security Instrument by reason of any demand

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ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence, LLC 3013 02/06

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* M C M D O T *
Form 3014 1/01 (page 9 of 14 pages)

7. c. L.

1101919011 Page: 11 of 19

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made by the original Borro er or any Successors in Interest of Borro er. Any forbearance by Lender in exercising any right or remedy including, ithout limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borro er or in amounts less than the amount then due, shall not be a aiver of or preclude the exercise of any right or remedy.

13. Joint and Several Lia ility; Co-signers; Successors and Assigns Bound. Borro er covenants and agrees that Borro er's obligations and liability shall be joint and several. Ho ever, any Borro er ho 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 Borro er can agree to extend, morally, forbear or make any accommodations ith regard to the terms of this Security Instrument or the Note inhout the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borro er ho assumes Borro er's obligations under this Security Instrument in riting, and is approved by Lender, shall obtain all of Borro er's ratios and benefits under this Security Instrument. Borro er shall not be released from Borro er's obligations and liability under this Security Instrument unless Lender agrees to such release in riting. 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 Borro er fees for services performed in connection ith Borro er'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 Borro er shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibite 1 by this Security Instrument or by Applicable La.

If the Loan is subject to a la nici sets maximum loan charges, and that la is finally interpreted so that the interest or other loan charges collected or to be collected in connection ith the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borro er hich exceeded permitted limits ill be refunded to Borro er. Lender may choose to make this refund by reducing the principal ored under the Note or by making a direct payment to Borro er. If a refund reduces principal, the reduction ill be treated as a partial propayment ithout any prepayment charge (hether or not a prepayment charge is provided for under the Note). Porro er's acceptance of any such refund made by direct payment to Borro er ill constitute a laiver of any right of action Borro er might have arising out of such overcharge.

15. Notices. All notices given by Borro er or Lender in connection ith this Security Instrument must be in riting. Any notice to Borro er in connection ith this Security Instrument shall be deemed to have been given to Borro er hen mailed by first class mail or hen actually delivered to Borro er's notice address if sent by other means. Notice to any one Borro er shall constitute notice to all Borro ers unless Applicable La expressly requires other ise. The notice address shall be the Property Address unless Borro er has designated a substitute notice address by notice to Lender. Borro er shall promptly notify Lender of Borro er's change of address. If Lender specifier a procedure for reporting Borro er's change of address, then Borro er 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 Borro er. Any notice in connection ith this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable La the Applicable La requirement ill satisfy the corresponding requirement

ILLINOIS—Single Family—Famile Mae/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06

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Form 3014 1/01 (page 10 of 14 pages)

R.C.L

1101919011 Page: 12 of 19

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under this Security Instrument.

16. Governing Law; Severa ility; Rules of Construction. This Security Instrument shall be governed by federal la and the la of the jurisdiction in hich the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable La . Applicable La might explicitly or implicitly allo 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 ith Applicable La , such conflict shall not affect other provisions of this Security Instrument or the Note hich can be given effect ithout the conflicting provision.

As used in this Security Instrument: (a) ords of the masculine gender shall mean and include corresponding neuter ords or ords of the feminine gender; (b) ords in the singular shall mean and include the plural and vice versa; and (c) the ord "may" gives sole discretion ithout any obligation to take any action

- 17. Scrrower's Copy. Borro er shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escro agreement, inc intent of hich is the transfer of title by Borro er 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 Borro er is not a natural person and a benefic at interest in Borro er is sold or transferred) ithout Lender's prior ritten consent, Lender may require in modiate payment in full of all sums secured by this Security Instrument. Ho ever, this option shall not be exercised by Lender if such exercise is prohibited by Applicable La.

If Lender exercises this option, Lender shall give Borro er notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance—ith Section 15—ithin—hich Borro—er must pay all sums secured by this Security Instrument. If Borro—er fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument—ithout further notice or demand on Borro—er

Borrower's Right to Reinstate After Acceleration. If Borro er meets certain conditions, Borro er 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 La might specify for the termination of Borro er's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borro er: (a) pays Lender all sums hich then ould 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 in summent; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borro er's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as other ise provided under Applicance La . Lender may require that Borro er pay such reinstatement sums and expenses in one or more of the follo ing 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 drain upon an institution hose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borro er, this Security Instrument and obligations secured hereby shall remain fully

* 3 0 0 1 3 9 8 5 2 * ILLINOIS—Single Family—Famile Mac/Freddle Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06

* M C M D O T *
Form 3014 1/01 (page 11 of 14 pages)

7, 0, 2

1101919011 Page: 13 of 19

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effective as if no acceleration had occurred. Ho ever, this right to reinstate shall not apply in the case of acceleration under Section 18.

Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together ith this Security Instrument) can be sold one or more times ithout prior notice to Borro er. A sale might result in a change in the entity (kno n as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable La . 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, Borro er ill be given ritten notice of the change hich ill state the name and address of the ne Loan Servicer, the address to hich payments should be made and any other information RESPA regulires in connection ith a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borro er ill remain ith the Loan Servicer or be transferred to a successor Loan Servicer and are not as unled by the Note purchaser unless other lise provided by the Note purchaser.

Neither Sarro er 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 (nat elleges that the other party has breached any provision of, or any duty o ed by reason of, this Security Instrument, until such Borro er or Lender has notified the other party (ith such notice given in compliance ith 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 La provides a time period hich must elapse before certain action can be taken, that time period ill be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borro er purbuant to Section 22 and the notice of acceleration given to Borro er pursuant to Section 18 shall be deerned to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

Hazardous Su stances. As user in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or astes by Environmental La and the follo ing substances: gasoline, kerosene, o he, flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental La" means federal la s and la s of the jurisdiction here 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 La ; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or other lise trigger an Environmental Cleanup.

Borro er 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. Borro er shall not do, nor allo anyone else to do, anything affecting the Property (a) that is in violation of any Environmental La, (b) hich creates an Environmental Condition, or (c) hich due to the presence. use, or release of a Hazardous Substance, creates a condition that adversely affec's the value of the Property. The preceding to sentences shall not apply to the presence, use, or storage or 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).

Borro er shall promptly give Lender ritten notice of (a) any investigation, claim, demand, ia suit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental La of hich Borro er has actual kno ledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance hich adversely affects the value of the Property. If Borro er learns, or is notified

-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Mortgage Cadence, LLC 3013 02/06

* M C M D O T *
Form 3014 1/01 (page 12 of 14 pages)

1101919011 Page: 14 of 19

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by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borro er shall promptly take all necessary remedial actions in accordance ith Environmental La . Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borro er and Lender further covenant and agree as follo s:

- Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's reach of any covenant or agreement in this Security Instrument (ut not prior to acceleration under Section 18 unless Applica le Law provides otherwise). The notice shall specify: (a) the default; () the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, y which the default must e cured; and (d) that failure to cure the default on or efore the date specified in the notice may result in acceleration of the sums secured y this Security Instrument, foreclosure y 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 Porrower to acceleration and foreclosure. If the default is not cured on or efore the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured y this Security Instrument without further demand and may foreclose this Security Instrument y judicia proceeding. Lender shall e entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, ut not limited to, reasona le attorneys' fees and cos is o i title evidence.
- Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borro et shall pay any recordation costs. Lender may charge Borro er 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 La .
- Waiver of Homestead. In accordance ith Illinois la , the Borro er hereby releases and aives all rights under and by virtue of the Illinois homestead exemption la s.
- Placement of Collateral Protection Insurance. Unless Borro er provides Lender ith evidence of the insurance coverage required by Borro er's agreement ith Lender, Lender may purchase insurance at Borro er's expense to protect Lender's interests in Borro er's collateral. This insurance may, but need not, protect Borro er's interests. The coverage that Lender purchases may not pay any claim that Borro er makes or any claim that is made against Porro er in connection ith the collateral. Borro er may later cancel any insurance purchased by Lender but only after providing Lender ith evidence that Borro er has obtained insurance as required by Borro e 's and Lender's agreement. If Lender purchases insurance for the collateral, Borro er ill be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection ith 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 Borro er's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borro er may be able to obtain on is o n

-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01 (page 13 of 14 pages)

1101919011 Page: 15 of 19

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BY SIGNING BELOW, Borro er accepts and agrees to the terms and covenants contained this Security Instrument and in any Rider executed by Borro er and recorded ith it.	d in
Signal Company institution and in any rider executed by Bono er and recorded little.	
(Seal)	
Borrower- Pei Chan Li	
Borrover-' Nei Yeng Kwok signs as Borrower solely for the purpose of releasing and waiving rights under the "!linois homestead exemption laws without personal obligation for payment of any sums secured by this Security Instrument.	
Ox	
[Space Elelo This Line for Ackno ledgment]	
State of Illinois	
County Cook	
The foregoing instrument as ackno ledged before moon 3157 December 2010	
by Pei Chan Li + Hei Yene Kwok	
(Signature of person taking ackno ledgment) My Commission Expires on Fig. 15, 201 2 OFFICIAL SEAL ANDRICUS A. HUTCHERSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES FEB. 15, 2012	
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1101919011 Page: 16 of 19

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PARCEL 1

THE EAST 41.09 FEET (AS MEASURED AT RIGHT ANGLES) OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 3 IN BLOCK 3 OF UNIVERSITY VILLAGE, BEING A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2002 AS DOCUMENT NUMBER 0021409249, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01 DEGREES 43 MINUTES 01 SECONDS EAST (BEING AN ASSUMED BEARING), ALONG THE WEST LINE OF SOUTH PEORIA STREET PER SAID UNIVERSITY VILLAGE PLAT OF SUBDIVISION, 133.75 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 59 SECONDS WEST, PERPENDICULAR TO SAID WEST LINE, 71.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68 DEGREES 16 MINUTES 59 SECONDS WEST, ALONG SAID PERPENDICULAR LINE, 82.21 TEET; THENCE NORTH 01 DEGREES 43 MINUTES 01 SECONDS WEST, PARALLEL WITH SAID WEST LINE, 54.92 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 59 SECONDS EAST, PERPENDICULAR TO SAID WEST LINE, 82.21 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 01 SECONDS EAST, PARALLEL WITH SAID WEST LINE, 54.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENTS APPURTENANT TO AND FOR THE BENFFIT OF PARCEL 1 AS DESCRIBED IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 23, 2002 AS DOCUMENT NUMBER \$620094785 FOR THE UNIVERSITY VILLAGE HOMEOWNERS' ASSOCIATION, AS AMENDED.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM CP-CAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID COMPANY IN PURSUANCE OF A TRUST AGREEMENT DATED THE 18TH DAY OF MARCH 2004, AND KNOW AS TRUST NUMBER 1113005 RECORDED 11/07/2006 IN DOCUMENT NUMBER 0631102203 IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 910 W VILLAGE CT., CHICAGO, IL 60608

Tax Id: 17-20-232-024-0000

1101919011 Page: 17 of 19

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MIN: 1004032-30/0139852-2

Loan #: 0033130923

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of Decem er, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borro" er") to secure Borro er's Note to State Farm Bank, F.S.B. (the "Lender") of the same date and covering the Property described in the Security Instrument and ocuted at:

910 W Village Ct, Chicago, IL 60608 [Property Acidress]

The Property includes, but is not limited to, a parcel of land improved ith aid elling, together ith other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development kno n as:

University Village [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borro er's interest in the homeo rier, association or equivalent entity onling or managing the common areas and facilities of the PUD (the "Oner; Association") and the uses, benefits and proceeds of Borro er's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borro er and Lender further covenant and agree as follo s:

A. PUD O ligations. Borro er shall perform all of Borro er's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) ar icles of incorporation, trust instrument or any equivalent document hich creates the O ners Association; and (iii) any by-la s or other rules or regulations of the O ners Association. Borro er shall promptly pay, hen due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the O ners Association maintains, ith a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property hich is

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Mortgage Cadence, LLC @ 3204 04/06

Form 3150 1/01 (page 1 of 3 pages)

1101919011 Page: 18 of 19

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satisfactory to Lender and hich provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included ithin the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for hich Lender requires insurance, then: (i) Lender aives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borro er'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 O ners Association policy.

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

Bo ro er 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 repair follo ing a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borro er are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, hether or not then due, ith the excess, if any, paid to Borro or

- **C.** Pu lic Lia ility insurance. Borro er shall take such actions as may be reasonable to insure that the O ners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage, to Lender.
- **D. Condemnation.** The proceeds of any a and or claim for damages, direct or consequential, payable to Borro er in connection ith 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. Borro er shall not, except after notice to Lender and ith Lender's prior ritten consent, either partition or subdivice the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by la 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 Oliners Association; or (iv) any action high ould have the effect of rendering the public liability insurance coverage maintained by the Oliners Association unacceptable to Lender.
- F. Remedies. If Borro er does not pay PUD dues and assessments hen due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borro er secured by the Security Instrument. Unless Borro er 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, ith interest, upon notice from Lender to Some er requesting payment.

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Form 3150 1/01

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1101919011 Page: 19 of 19

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

//

Borro er- Pei Chan L

(Seal)

Borro er-Yheilen Kwok signs as Borrower solely for the purpose of releasing and waiving rights under the lithin nomestead exemption laws without personal obligation for payment of any sums secured by this recurity Instrument.



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MULTISTATE PUD RIDER-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3150 1/01
(page 3 of 3 pages)