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Illinois Anti-Predatory  
Lending Database  
Program



## Certificate of Exemption

Doc#: 1220555013 Fee: \$76.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/23/2012 03:01 PM Pg: 1 of 20

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 03-28-204-035-1204

**Address:**

**Street:** 1010 Butternut Lane, Unit D

**Street line 2:**

**City:** Mount Prospect

**State:** IL

**ZIP Code:** 60056

**Lender:** Citibank, N.A

**Borrower:** William R. Kuesel

**Loan / Mortgage Amount:** \$204,300.00

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.

**Certificate number:** D570B280-8A0C-49C2-807D-EBA1A3998C62

**Execution date:** 06/29/2012

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Return To:  
**Citibank, N.A.**  
 Attn: Document Processing  
 P.O. Box 790021  
 St. Louis, MO 63179-0021

Prepared By:  
**Citibank, N.A.**  
 1000 Technology Drive  
 MS 945  
 O'Fallon, MO 63368-2240

[Space Above This Line For Recording Data]

## MORTGAGE

MIN 100011511230676448

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated June 29, 2012 , together with all Riders to this document.
- (B) "Borrower" is WILLIAM R. KUESEL, Individual

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.  
 001123067644

Citibank 3.2.59.07 V2

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP -6A(IL) (0810)

Form 3014 1/01

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Initials: *W.R.K.*

VMP Mortgage Solutions, Inc.



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(D) "Lender" is Citibank, N.A.

Lender is a Corporation

organized and existing under the laws of the United States

Lender's address is 1000 Technology Drive O'Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated June 29, 2012

The Note states that Borrower owes Lender Two Hundred Four Thousand Three Hundred

Dollars

(U.S. \$204,300.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2042.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means the Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominiums Rider  | <input type="checkbox"/> Second Home Rider                             |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider                              |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Revolving Payment Rider        | <input checked="" type="checkbox"/> Other(s) [specify]<br>Schedule "A" |

(I) "Applicable Law" means 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 Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners 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, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic media so as to direct, 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, transfers initiated by telephone, wire transfer, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are specifically listed in Section 3.

(M) "Miscellaneous Proceeds" means any cancellation, settlement, award of damages, or proceeds paid by any third party (other than insurance) 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 of 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 regular monthly payment 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. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R., Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to the preferences and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

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ILLINOIS - Single Family - Parole Mac/Fannie Mac UNIFORM INSTRUMENT WITH MERS

MPS-64(IL) (0810)

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Initials: *[Signature]*

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

## TRANSFER OF RIGHTS IN THE NOTE, ETC.

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

[Type of Recording Jurisdiction]  
[Name of Recording Jurisdiction]:

See Attached Legal

Parcel ID Number: 1010 BUTTERNUT LN D which currently has the address of  
 MT PROSPECT, IL, Illinois 60056-6362 [Street] [Zip Code]  
 ("Property Address"):

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

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

THIS SECURITY INSTRUMENT complies as uniform covenants for national use and non-uniform covenants with limited variations for jurisdiction to constitute a uniform security instrument covering real property.

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

I. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

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Citibank 3.2.59.07 V2

ILLINOIS - Single Family - Fannie Mae/Fidelity Mae 10% FORM INSTRUMENT WITH MERS

VMP-5A(IL) 0230

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may 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 insufficient to bring the Loan current, without waiver of any rights to recover 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 by Lender on its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or preventing its covenants and agreements secured by this Security Instrument.

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

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

Any application of payment, taxes or assessments 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 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 of "Funds" to provide for payment of amounts due for: (a) taxes and assessments and other items which can affect priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Prior to closing, Lender shall furnish to Lender all notices of amounts to be paid to the City, Section 8 Renters, and/or any other persons for Escrow Items unless Lender waives Borrower's obligation to pay the Escrow Items to the Lender directly. 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 a waiver, Borrower shall pay directly, when and where payable, the amounts

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Citibank 3.2.59.07 V2

ILLINOIS - Single Family - Fannie Mae/Freddie Mac MERS INSTRUMENT WITH MERS

MERS-SA(3) dated

Aug 18

Initials: *[Signature]*

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due for any Escrow Items for which payment or discharge has been waived by Lender and, if Lender requires, shall furnish to Lender receipts and accounting every six (6) months at such time period as Lender may require. Borrower's obligation to make such payments and to account therefor 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 required to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall have a lien thereon under Section 9 to repay to Lender any such amount. Lender may revoke the waiver and require payment of the Escrow Items at any time by a notice given in accordance with Section 13 and, if no amount is paid, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under Section 9.

Lender may, at any time, collect and disburse funds from amounts (a) sufficient to permit Lender to apply the Funds to the time specified in section 5.1A and (b) up to and the maximum amount a lender can require under RESPA. Lender shall spend the Funds in such amounts as Lender deems necessary on the basis of current data and reasonable estimates of expenditures of the Funds to be paid or otherwise to be paid in accordance with Applicable Law.

The Funds shall be held at an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Federal Home Loan Bank, Cooperatives, or an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall pay the Funds to the Escrow Items no later than the time specified under RESPA. Lender shall audit Borrower's funding and applying the Funds, annually analyzing the escrow account to verify that the Funds are being used to pay Borrower interest on the Funds and Applicable Law permits, fees, costs, and other charges. Unless an agreement is made in writing or Applicable Law requires otherwise in the particular case, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower may agree in writing, however, that interest shall be paid on the Funds. Upon termination of the loan without charge, an annual accounting of the Funds as required by RESPA.

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

Upon payment in full of all sums due and owing under this instrument, Lender shall promptly refund to Borrower any funds held in escrow.

e. Charges Lien. Pursuant to Section 5.2 of this instrument, charges, fines, and impositions attributable to the Property which are to be paid by Borrower under Security Instrument, leasehold payments or ground rent on the Property, if any, and any other Condominium Fees, Taxes, and Assessments, if any. To the extent that these items are付于 Borrower, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the amount so secured by the lien in a manner acceptable to Lender, but only so long as Borrower is paying the amount in good faith; (b) cancels the lien in good faith by, or defends against enforcement of, any action, appeal, or proceeding which in Lender's opinion operate to prevent the enforcement of the lien until such proceedings are concluded; or (c) secures the release of the lien in an agreed and satisfactory to Lender subordinating the lien in this Security Instrument to another lien that any part of the Property is subject to a lien which has attorney priority over this instrument, and Lender shall give Borrower a notice identifying the

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 SA(2) Edition

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**Lien.** Within 16 days of the date of service of this notice, Borrower shall satisfy the lien or take one or more of the actions set forth above in Item 5 above.

Lender may require Borrower to make a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with its 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, windstorms and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires and what the preceding sentences can change during the term of the Loan. The insurance carrier selected by Borrower shall be chosen by Borrower subject to Lender's right to disapprove. Borrower's right to choose the carrier shall not be exercised unreasonably. Lender may require Borrower to pay its costs for the first year of the loan, without (a) a one-time charge for flood zone determination, certification and publication, if a) no such charge for flood zone determination and certification services and subsequently material fire renovations or similar changes occur which reasonably might affect such charges, or b) application. 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 determinations made subsequent to those initially made by Borrower.

If Borrower fails to maintain insurance coverage described above, Lender may obtain insurance coverage, at Lender's option and Lender's expense, under its obligation to purchase any particular type or amount of coverage, and such coverage shall cover Lender, but might or might not protect Borrower. Borrower shall, to the best of Borrower's knowledge, insure the contents of the Property, against any risk, hazard or liability and might pay for such insurance coverage that was previously in effect. Borrower acknowledges that the cost of the insurance coverage selected might significantly exceed the cost of insurance that Borrower could buy, and the amount so assessed by Lender under this Section 5 shall become additional debt of Borrower reported to the credit bureaus. These amounts shall bear interest at the Note rate from the date of origination until paid in full, with such interest, upon notice from Lender or Borrower requested, to be paid.

All insurance policies required by Lender and maintained by such policies shall be subject to Lender's right to disapprove such policies, shall be subject to written mortgage clause, and shall name Lender as mortgagor and/or as an additional loss payee and shall give Lender the right to hold the policies and renewal certificates. If Lender requires the same, such property given to Lender all receipts of paid premiums and renewal notices. If Borrower obtains insurance coverage, and otherwise required by Lender, for damage to or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee before it is issued or renewed.

In the event of loss, Borrower shall immediately notify the insurance carrier and Lender. Lender may make claim of loss if not made prior to such time between Lender and Borrower otherwise agree in writing. Any insurance proceeds arising out of a loss claimed insurance was required by Lender, shall be applied to restoration or replacement of the damaged property if such restoration or repair is economically feasible and Lender's security is not lessened. Such use shall be at the discretion of Lender. Lender shall have the right to hold such insurance proceeds until Lender is satisfied in respect such Property to ensure the work has been completed to Lender's satisfaction. Provided that such inspection shall be undertaken promptly. Lender may disburse such funds if there is a restoration in a single payment or in a series of progress payments as the work is completed, provided an agreement is made in writing or Applicable Law requires interest to be paid on such insurance payments. Lender shall not be required to pay Borrower any interest on earnings on such proceeds if there is a single payment, or other third parties, retained by Borrower shall not be paid unless Lender is satisfied that such shall be the sole obligation of Borrower. If the restoration or replacement continues, the value of Lender's security would be lessened, the insurance proceeds shall be applied to the remaining unpaid principal balance, whether or not then due, with

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ILLINOIS Single Family Residential Mortgages - Standard and Variable Interest Rates

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the excess, if any, paid to Borrower. Such amounts, unless otherwise provided in this Security Instrument, shall be applied in the order provided for in Section 2.

b. Borrower abandoned the Property or neglected to repair, maintain and settle any available insurance claim and related matters. b. If Borrower fails to respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. b. In the event that Lender acquires the Property under Section 2c or otherwise, Borrower's rights under this Note and this Security Instrument to any insurance proceeds in no amount not to exceed the amount unpaid on the Note or this Security Instrument, and (b) any other of Borrower's rights and/or remedies, if any, relating to unearned premiums paid by Borrower under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the above-referenced proceeds either to repair or restore the Property or to pay or to be unpaid under the note or this security instrument, whether or not then due.

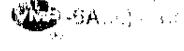
6. Occupancy. Borrower shall not materially misuse the Property as Borrower's principal residence within 60 days after the date of the first payment of principal and shall continue to occupy the Property as Borrower's principal residence until the earlier of the date of occupancy, unless Lender otherwise agrees in writing, which agreement may be reasonably withheld, or unless extenuating circumstances exist which cause Lender to consent.

7. Preservation. Maintenance and protection of the Property. Inspections. Borrower shall not destroy, damage or injure the Property or allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from losing value or decreasing in value due to its condition. Unless it is determined pursuant to Section 7, by inspection or otherwise, as reasonably feasible, Borrower shall promptly repair the Property if damage is caused by deterioration or damage. If insurance or condemnation proceedings are held to determine the value of 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 amounts for repair or restoration in a single payment or in a series of progress payments as the work is performed. If condemnation or condemnation proceeds are not sufficient to repair or restore the Property, Borrower shall remain liable for the completion of such repair or restoration.

Lender or its agent may make reasonable inspections of the Property. If it has reasonable cause, Lender may inspect the property at the convenience of Borrower or with Borrower's knowledge or consent save materially interfering with Borrower's normal information or statements to Lender for Lender to provide Lender with information and/or documents in connection with the Loan. Material representations, including without limitation, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's interests in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform in the event of default any covenants contained in this Security Instrument, (b) there is a legal proceeding that might result in Lender's loss of title to the Property and/or rights under this Security Instrument, (c) there is a proceeding for foreclosure, for condemnation or forfeiture, for enforcement of a lien where such lien is created by this Security Instrument or to enforce laws or regulations, or (e) Borrower, by law, is entitled to do so, 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, among other things, insuring 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 where the property is or may be taken by a third party holding the same, and (e) paying reasonable

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ILLINOIS Single Family Residential Mortgage 14472 MORTGAGE WITH MERS  
 

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attorneys' fees to protect its interest in the property covered under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs or maintenance, obtain necessary doors and windows, drain water from pipes, enter the building, or otherwise, without fear of dangerous conditions, and have utilities turned on or off. Although Lender may make such actions, the function of Lender does not have to do so and is not under any duty or obligation to do so; Lender shall not incur liability for not taking any or all actions authorized under this Security Instrument.

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

If this Security Instrument is merged by operation of law, it shall remain with all the provisions of the lease. If Borrower acquires fee simple interest in the property, the lease and fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** Failure to maintain coverage is a condition of making the Loan. Borrower shall maintain insurance which includes a title insurance policy in effect. If, for any reason, the mortgage insurance coverage required by the terms and conditions available from the mortgage insurer that previously placed the title insurance coverage is not available, Borrower shall make separately designated payments toward the premiums required to maintain the title insurance. Such payments shall cover the premiums required to obtain coverage substantially equivalent to the coverage previously in effect, at a cost substantially equivalent to the cost of the previous coverage, or, if no coverage previously in effect, from an alternate mortgage insurer selected by Borrower if there is no acceptable mortgage insurance coverage is not available. Borrower shall continue to make payments at the same rate as the separately designated payments that were due when the insurance requirement was first imposed, unless Lender will accept, use and retain these payments as a new insurance loss reserve account, in which case, Lender shall not be required to pay Borrower any interest or dividends earned by this reserve. Such loss reserve shall be non-refundable until it is used up. Any amounts paid in full, and Lender shall not be required to pay Borrower any interest or dividends earned by this reserve. Lender can no longer require loss reserve payments if Mortgage Insurance ceases to be available for the period that Lender requires) provided by an insurer selected by Borrower, a title insurance company is obtained, and Lender requires separately designated payments toward the premiums of the Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, and Lender required Borrower to make separately designated payments toward the premiums of Mortgage Insurance, but now no longer requires a separate loss reserve, until Lender's requirement for Mortgage Insurance ceases to be available, subject to any written agreement between Borrower and Lender providing for such termination, the requirements of this section shall be applicable Law. Nothing in this Section 10 affects Borrower's duty to defend and defend the title provided in the Note.

Mortgage Insurance refers to coverage provided by the issuer of the Note for certain losses it may suffer if Borrower fails to meet the obligations of the Note. Lender is not a party to the Mortgage Insurance.

Mortgage Insurance coverage is not continuous or cumulative by time from time to time, and may enter into agreements with other companies to provide coverage for specific losses. These agreements are at terms and conditions that are not controlled by the original insurance company and/or other party (or parties) to these agreements. These agreements may permit Lender to take payments using any source of funds that the mortgagor is using, including the principal and any premium funds obtained from Mortgage Insurance providers.

As a result of these agreements, Lender may pay over to another insurer, any reinsurer, any other entity, or any different entity, amounts (paid directly or indirectly) amounts that derive from or might be related to the original or the new provider of Mortgage Insurance, in exchange for sharing in benefit of the original provider rendering losses. If such agreement provides for an affiliate of Lender to receive a share of the premium, it is the intent of the parties that this be Mortgage Insurance. Further:

- (a) Any such agreement, if it is less than amount that Borrower has agreed to pay for Mortgage Insurance, or if it is less than amount of the original agreement, will not increase the amount Borrower is required to pay for Mortgage Insurance, and will not entitle Borrower to any refund.

CO123AV373

ILLINOIS Standard Note Form with Electronic Signature Agreement Version 2.0

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(d) All such rights reserved by the Borrower under the Residential Act of 1998 - if any - with respect to the Mortgage (including under the Residential Act of 1998 or any other law). These rights may include the right to sue for damages for damage to the Property and obtain cancellation of the Mortgage if Lender fails to have the Mortgage paid off or recalculated automatically, and/or to receive a refund of any Mortgage funds held by Lender which were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds. Subject to all Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged and Repairs are required, Lender's security shall be applied to restoration or repair of the Property, if the restoration or repair is reasonably feasible and Lender's security is not lessened. During such repair and construction, Lender may hold such Miscellaneous Proceeds until Lender has had sufficient time to inspect the Property to satisfy the work has been completed to Lender's satisfaction provided that the repair or construction is timely. Lender may pay for the repairs and restoration from the Miscellaneous Proceeds and make payments as the work is completed. Unless otherwise agreed in writing, the applicable interest rate in effect to be paid on such Miscellaneous Proceeds shall be the same as the interest rate in effect on Lender's security. Any interest or earnings on such Miscellaneous Proceeds shall be held by Lender until the date when payment of Lender's security would be lessened. The Miscellaneous Proceeds shall be applied to the amount 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 of the Property, if the value of the Property, the Miscellaneous Proceeds shall be applied to the sum of the amounts stated above, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking of the Property, if the value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the amounts stated above, and Lender immediately before the partial taking, destruction, or loss in value, and Borrower and Lender shall agree in writing, the sums secured by this Security Instrument shall be applied to the amount of the Miscellaneous Proceeds multiplied by the following fraction: the amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by the fair market value of the Property immediately before the partial taking, destruction, or loss in value, then balance shall be paid to Borrower.

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

(a) Property is abandoned by Borrower, and, after notice to Lender to Borrower that the Opposing Party has claimed an interest in the Property, Lender is entitled to file a claim for damages, attorney fees and costs of suit against the Opposing Party for which Lender, Lender is authorized to collect, and, apply the amounts so recovered to the payment of the sums secured by this Security Instrument.

For purposes of this Section, "Opposing Party" means the third party that has an interest in the Property, which may be the Borrower or has a claim of action in regard to the collateral agreement.

(b) Lender shall file a claim in court for damages, attorney fees and costs of suit, if criminal, is begun that, in Lender's judgment, could result in the total loss of the Property, or other material impairment of Lender's interest in the Property, or if such an action can otherwise cause such a default and, if acceleration has occurred, repayment is not made within 10 days of causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, the date, destruction or other material impairment of Lender's interest in the Property, or other material impairment of Lender's interest in the Property are newly arising and cannot be cured.

(c) If there is a deficiency in the proceeds of a sale or removal of the Property shall be applied to the sum stated above.

(d) However, if a Borrower fails to file a claim in court within 30 days of the date of this instrument granted by Lender

Lender, Borrower

RECEIVED - County Clerk - DuPage County, Illinois - Document filed in Case No. 1220555013 on 02/27/2013 at 09:45 AM by CitiBank NA, Inc. on behalf of CitiBank, N.A.

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12. Borrower or any Successor in Interest shall not be liable to Lender to the extent that the liability of Borrower or any Successor in Interest to Lender may be limited by law or otherwise. Lender may commence proceedings against any Successor in Interest at any time and place and may sue for payment or otherwise modify covenants and/or sum stated in the Note or any other instrument or any demand made by the original Borrower or any predecessor in interest or any instrument or any demand made by Lender in exercising any right or remedy hereof, without limitation as to place or scope of jurisdiction from third persons, entities or Successors in Interest of Borrower or any predecessor in interest. Any such action thereon shall not be a waiver of or preclude the exercise of any subsequent action.

13. Joint and Several Liability. Co-signers and assigns Bound. Borrower covenants and agrees that Borrower's debt and obligation shall be joint and several. However, any Borrower who co-signs this Security Instrument shall be subject to the following notice (an "Signer"): (a) is co-signing this Security Instrument on behalf of another person whose interest in the Property under the terms of his/her/its/their/its/their agreement(s) is being held in escrow. To same secured by this Security instrument and (b) agrees that if any co-signer dies, Lender may extend, modify, forbear or make any accommodations with respect to the co-signer of this Security instrument or the Note without the co-signer's consent.

Subject to the provisions contained herein, any Successor in Interest of Borrower who assumes Borrower's obligations under this Agreement, notwithstanding any action or inaction of Lender, shall obtain all of Borrower's rights and interests upon which such assumption of Borrower shall not be released from Borrower's obligations and liability until the security instrument is lost, Lender agrees to such release in writing. The covenants and conditions in this Security Instrument shall bind (except as provided in Section 26) and effect the same between Lender and such Successor in Interest.

14. Legal Expenses. Lender may charge reasonable attorney fees and expenses performed in connection with Borrower's default, including the cost of collection, including attorney and court costs, attorney fee, attorney inspection and valuation fees. In addition, notwithstanding the above, Lender may charge a specific fee to recover legal expenses incurred in the defense of any suit filed by Borrower which Lender may not charge fees that are otherwise prohibited by law or by applicable law.

If the total amount of interest, fees, charges and other amounts charged with the Loan exceed the permitted limits, due to any permitted change in the law or by reason of any amount necessary to reduce the charge to the permitted limit, the amount of any charge to the Borrower which exceeded permitted limits will be reduced. The amount of such charge to the Borrower which was reduced by reducing the principal owed under the Note or by reducing the amount of interest on the Note will be refunded. If a refund reduces principal, the reduced amount will be interest on the amount of principal already paid or to be paid. If any such refund made by Lender is not deposited with the appropriate governmental authority, Lender will be liable for any loss or damage suffered by Borrower which might have arising out of such overcharge.

15. Notices. All notices given by Lender to Borrower under this Security Instrument shall be in writing. Any notice given by mail, registered or certified, within 20 days of the date of mailing, shall be deemed to have been given to Borrower via mailing address or address which Lender has previously delivered to Borrower's notice address. If no notice address is provided, notice shall be sent to the last known residence address of Borrower unless Applicable Law specifies otherwise. The address of the Person to whom notice shall be the Property Address unless Borrower has designated otherwise in writing to Lender. Borrower shall promptly notify Lender of any changes in address and shall provide a copy of any change of address to Lender for reporting Borrower's change of address to the relevant credit reporting agency through that specified procedure. There may be more than one credit reporting agency at any one time. Any notice of the change of address must be in writing, U.S. air mail or certified mail to Lender's address stated herein or last known address of Borrower, whichever is earlier. Any notice in accordance with this provision shall not be effective until it is received by Lender until actually received by Lender. If any notice is returned to Lender, it shall be re-sent by the method indicated under Applicable Law. If Lender is unable to receive notice of the change of address, it may be communicated under this Security Instrument.

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**15. Governing Law; Severability of Provisions.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. All rights and obligations contained in this Security Instrument or any instrument, any supplements and limitations of Applicable Law. Applicable Law may not allow the parties to agree by contract or it might not allow the parties to disclaim the effect of any provision of this Security Instrument by contract. In the event that any provision of clause (a) or (b) above conflicts with Applicable Law, such conflict shall not affect the validity of this Security Instrument or the Note which can be given effect without the conflicting clause.

As used in this Section 15, "singular" and "plural" and the corresponding gender shall mean and include corresponding words, words in the plural and gender, the words in the singular shall mean and include the plural and vice versa and vice versa, and shall give same discretion without any obligation to take any action.

**17. Borrower's Copy.** Prior and/or copies of the Note and of this Security Instrument.

**b. Transfer of the Property.** A "transfer" includes in borrower, as used in this Section 18, "interest in the property" for the purposes of this instrument, the property, including, but not limited to, those interests or interests created by a bona fide, written or deed, installment sales contract or escrow agreement, or interest created by a bona fide, or a power of attorney date to a purchaser.

If all or any part of the property is transferred, the Lender is sold or transferred (or if Borrower is not a natural person and a natural person or persons are sold or transferred) without Lender's prior written consent, Lender may exercise his or her right to require the transferor to make all sums secured by this Security Instrument, however, this right shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

Lender exercises this option if Lender receives notice of acceleration. The notice shall provide a period of at least ten (10) days after notice is given in accordance with Section 15 within which Borrower must pay all amounts due under this Security Instrument. If Borrower fails to pay these sums within the specified time period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstate the Note, or any part discontinued at any time prior to the earlier of (a) the date of termination of the Note as provided in Section 22 of this Security Instrument; (b) each other period of time as provided in this instrument after the termination of Borrower's right to reinstate; or (c) forty-five (45) days after the date of this instrument. Those conditions are that Borrower (a) pays Lender a sum sufficient to discharge the instrument and the Note as if no acceleration had occurred; (b) complies with all the terms and conditions of this instrument; (c) pays all expenses incurred by Lender, including attorney fees and disbursements, including, but not limited to, reasonable attorneys' fees, property inspection and valuation costs, costs necessary for the purpose of protecting Lender's interest in the Property and rights, costs of collection, legal expenses, and all taxes, such action as Lender may reasonably require or cause to be taken, including, but not limited to, the exercise of rights under this Security Instrument; and (d) until the payment of all amounts due under this Security Instrument, shall continue to observe and satisfy all the covenants and conditions of this instrument, and (e) Lender may require that Borrower pay such taxes and expenses and such other amounts as the Lender believes to be due by Lender; (a) cash, (b) cashier's check, bank draft, or money order, or a check or cashier's check provided any such checks, cashier's checks and money orders are drawn on a bank or trust company having substantial liquidity or creditworthiness acceptable to Lender, (c) funds deposited in a savings account with Lender, (d) any other security instrument and obligation reasonably required by Lender to prevent the loss of principal if acceleration had occurred. However, this right to reinstate shall not apply if the Note has been paid in full.

**20. Sale of Note; Change of Lender.** If Borrower is dead or deceased. The Note or a partial interest in the Note, together with the instrument or instruments used to secure payment of same, may be sold at public auction or otherwise, at public or private sale, at one or more times without prior notice to Borrower by someone acting for the Lender (such person to be known as the "Loan Servicer") that collects the loan payment through the instrument or instruments used for its other mortgage loan servicing obligations under the Note and the Note and the instrument(s) Applicable Law. There also might be one or more changes of the Lender during the term of the Note. If there is a change of the Loan Servicer, Borrower will be given notice of the change, including both the name and address of the new Lender to whom the Note will be given, as well as any other information RESPA

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request of Borrower or Lender, to be held by the Note Purchaser and thereafter the Loan is serviced by Note Servicer, and the Note Purchaser has no obligation to make loan servicing obligations to Borrower with regard to the Note, except to the extent of services of Note Servicer and are not assumed by the Note purchaser, unless otherwise agreed by the Note Purchaser.

Neither Borrower nor Lender shall have the right to sue judicial action (as either an individual litigant or the party to a suit) against the other party's actions pursuant to this Security Instrument or documents or agreements, if Applicable, if any provision of, or any duty owed by reason of, this Security Instrument or documents or agreements, has notified the other party (with such notice given or caused to be given to the other party prior to the date of any alleged breach and afforded the other party hereinafter a reasonable time to cure such alleged breach and afforded the other party hereinafter a reasonable time to take corrective action. If Applicable, if a notice of default is given to Borrower or Note Purchaser, the notice of acceleration given to Borrower or Note Purchaser shall be deemed to give Lender the opportunity to take corrective action by virtue of the notice.

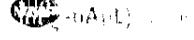
(b) "Hazardous Substances" includes (i) any "hazardous substances" as those substances defined as "toxic or hazardous substances" under Environmental Law and the following substances: (a) asbestos, mercury, lead paint, lead-based products, toxic pesticides and herbicides, volatile solvents, benzene, polychlorinated biphenyls, vinyl chloride, and radioactive materials; (b) "Environmental Law" means collectively all laws, rules, regulations, and permits where the Property is located that relate to health and safety of individuals and the environment; (c) "Environmental Response Action" means actions or activities performed in response to Environmental Law; and (d) an "Environmental Committee" means a corporation, firm, or association that may otherwise trigger an Environmental Clause.

(c) Borrower shall not cause or permit any actual or potential storage, or release of any Hazardous Substance, or greater by amount or more than allowed by law, in the Facility. Borrower shall not do, nor allow anyone else to do, any of the following acts (or any act which 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 which causes damage to the Property. The preceding two sentences shall not apply to the presence, use, or release of the Property of small quantities of Hazardous Substances (provided such substances are used in connection with other non-residential uses and to methods used to property) (e.g., paint, varnish, adhesives, sealants, solvents in consumer products).

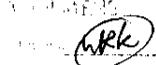
(d) Borrower shall promptly advise Lender of any environmental claim, demand, lawsuit or other action by any government agency or private entity involving the Property and any Hazardous Substance, or (e) any actual or potential Environmental Condition, as actual knowledge (b) any Environmental facility, equipment, or process that is leaking, spilling, discharging, release or threat of release of any Hazardous Substance, or (c) any condition of the Property, if Borrower learns, or is notified by any government or regulatory authority, that it is necessary to the removal or other remediation of any environmental hazard present on the Property. Lender shall promptly take all necessary remedial actions in accordance with the applicable environmental laws, which shall create any obligation on Lender only if Lender fails to do so.

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John K. Koenig

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John K. Koenig

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NON-UNIFORM LAW CODE OF ILLINOIS, Page, further covenant and agree as follows:

**22. Acceleration.** If the Borrower fails to pay any sum due under this Security Instrument prior to acceleration following the occurrence of an event of default under this Security Instrument (but not prior to acceleration under Section 23 or 24 of this instrument, if provided otherwise). The notice shall specify: (a) the default; (b) the date when payment in full is due; (c) a date not less than 30 days from the date the notice is given to Borrower on which payment may be made; and (d) that failure to cure the default by such date the Lender may resort to acceleration of the sums secured by this Security Instrument, foreclose by judicial proceedings and/or sale of the Property. The notice shall further inform Borrower of the right to cure after acceleration and the right to assert in the foreclosure proceeding the notice of default, the defense of non-delivery or any other defense of Borrower to acceleration and foreclosure. If the default is cured 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 proceed to foreclose by judicial proceeding. Lender shall be entitled to sue for specific performance of any of the covenants provided in this Section 22, including but not limited to, a suit for quiet title or replevin of title to the Property.

**23. Release.** Upon payment in full of all sums due under this Security Instrument, Lender shall release this Security Instrument. Payment may be made by cashier's check, wire transfer, cashier's letter, Lender may charge Borrower a fee for releasing this Security Instrument and may pay to a third party for services rendered and the charging of the fees remaining due under this instrument.

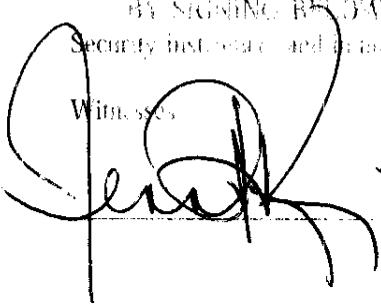
**24. Waiver of Requests for Production of Papers.** Borrower hereby releases and waives all rights under any law of the State of Illinois to inspect and/or copy any document or record.

**25. Maintenance of Collateral.** In the event of a default, Borrower provides Lender with evidence of an insurance company acceptable to Lender to insure the collateral. This insurance may, but need not, include Borrower's interest. If the insurance company does not pay any claim that Borrower presents as valid, Borrower may file a claim with the insurance company with the collateral. Borrower may then pay the insurance premium to Lender and provide Lender with evidence that Borrower has maintained insurance acceptable to Lender's satisfaction. If Lender purchases insurance for the collateral, Lender will pay the premium and the costs of that insurance, including interest and any other charges. Lender may require Borrower to make payment of the insurance, until the effective date of the cancellation or termination of the agreement. The costs of the insurance may be added to Borrower's total outstanding balance by Lender. The costs of the insurance may be more than the cost of insurance Lender may have paid.

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BY SIGNING BELOW Borrower agrees to all terms and covenants contained in this security instrument and by my signature I am personally incorporated with it.

Witnesses:



William R. Kressel \_\_\_\_\_  
William R. Kressel  
(Sign Original Only)

(Seal)  
Borrower

Property of Cook County Clerk's Office

001123067644

ILLINOIS - Single Family - Fannie Mae/Fidelity National UNIFORM INSTRUMENT WITH MERS

VMP -6A(IL) (08/08)

001123067644

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STATE OF ILLINOIS,

I, *Otherunder*  
state do hereby certify that*Cook* County ss:

an Notary Public in and for said county and

*William R. Kuegel*

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,  
 appeared before me this day in person and after being duly sworn that he/she/they signed and delivered the said  
 instrument in his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and aff'd by seal this

*20th June 2012*  
*Cook*  
 Notary Public

My Commission Expires:



001123067644

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(IL) (0810)

e-Filed To

Initials

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ACQUEST TITLE SERVICES, LLC  
2700 West Higgins Road, Suite 110, Hoffman Estates, IL 60169  
AS AGENT FOR  
Fidelity National Title Insurance Company

Commitment Number: 2012050444

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Unit 15-9-R-T, together with an undivided percentage interest in the common elements in Old Orchard Country Club Village Condominium, as delineated and defined in the Declaration recorded as Document number 89-159830, as amended from time to time, in the Northeast 1/4 of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 03-28-204-035-1204

FOR INFORMATION PURPOSES ONLY.  
THE SUBJECT LAND IS COMMONLY KNOWN AS

1010 Butternut Lane, Unit D  
Mount Prospect, IL 60056

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29 day of June, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citibank, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1010 BUTTERNUT LN D, MT PROSPECT, IL 60056-6362

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Old Orchard Country Club Village Condominium

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in

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MULTISTATE CONDOMINIUM RIDER - Single Family - Freddie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3140 1/01

Wolters Kluwer Financial Services

VMP™-8R (0810)

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Citibank 3.2.59.07 V2

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Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, 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 effect 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 Condominium Project, 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.

**F. Remedies.** If Borrower does not pay condominium 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. Unless Borrower and Lender agree to otherwise, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

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MULTISTATE CONDOMINIUM AGREEMENT - Single Family - Freddie Mac/Freddie Mac UNIFORM  
INSTRUMENT  
VMP 3-BR (0810)

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Page: 2 of 3

Initials: 

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

William R. Kusser \_\_\_\_\_ (Seal)  
William R. Kusser  
Borrower

001123067644 Citibank 3.2.59.07 V2  
MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM  
INSTRUMENT Form 3140 1/01  
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