## **UNOFFICIAL COPY**

Illinois Anti-Predatory **Lending Database** Program

Certificate of Compliance

1225755075 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/13/2012 02:48 PM Pg: 1 of 13

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 13-15-424-035-0000

Address:

Street:

4035 N KEYSTONE AVE

Street line 2:

City: CHICAGO

**ZIP Code: 60641** 

Lender: Security National Mortgage Company

Borrower: Arif M Alvi

Loan / Mortgage Amount: \$97,970.00

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

> Baird & Warner Title Services, Inc. 475 North Martingale Suite 950 Schaumburg, IL 60173

Certificate number: 2696CE47-0474-4F33-B112-04FC616A0489

Execution date: 08/14/2012

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# SW12-15306 DUFF CAX

## **UNOFFICIAL COPY**

	Return To:
	SECURITYNATIONAL
	MORTGAGE COMPANY
ΥŽ	5300 SOUTH 360 WEST
3	SUITE 150
J	MURRAY, UTAH 84123
	Prepared by:
ሳ	•
ıl	SECURITYNATIONAL
0	MORTGAGE COMPANY
)	TWO FOREST PLAZA
g	12201 MERJ', DRIVE, SUITE 400
	DALLAS, TEXAS 75251
_	TITLE NO.: BV 12 15306
o	ESCROW NO.: BV 12-15306
0	
<b>Y</b> )	LOAN NO.: 0000551(87)
^	PARCEL NO.: 13-15-424-03*-0000
<b>1</b> )	

ISPACE ABOVE	THIS LIVE	FOR REC	CORDING	DATAL.

MIN NO.: 1000317-0000551587 5
State of Illinois

MORTGAGE

FHA Case No. 6714806-703 - 203B

THIS MORTGAGE ("Security Instrument") is given on AUGUST 14, 2012 The
Mortgagor is
ARIF M. ALVI, A MARRIED MAN
7,
("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"),
(solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee
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.
SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION
<b>行</b>
("Lender") is organized and existing under the laws of UTAH , and
has an address of
5300 SOUTH 360 WEST SUITE 150; MURRAY, UTAH 84123
Borrower owes Lender the principal sum of
NINETY SEVEN THOUSAND NINE HUNDRED SEVENTY AND 00/100
Dollars (U.S. \$ 97,970.00 ). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due
and payable on SEPTEMBER 01, 2042, at the rate of 3.625 %. This Security Instrument secures to
Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and
performance of bottomer's eventuality and (e) the performance of bottomer's eventuality

Amended 2/01

4N(IL) (0305)

Form - MMTGH.G-3214 (Ver. 05-2012)

Initials AMA
PAGE 1 OF 9

FHA Illinois Mortgage with MERS - 4/96

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# **UNOFFICIAL COPY**

grant and convey to MERS (solely a successors and assigns of MERS, the COOK	ument and the Note. For this purposes s nominee for Lender and Lender's se following described property located County, Illinois:  RETO AND MADE A PART HEREOF	successors and assigns) and to the
DOOPTI O		
Tareer its realistics.	13 121 050 0000	
which has the address of 4035 NORT	TH KE 'STONE AVENUE UNIT D [Street]	
CHICAGO [City]		s 60641 Property Address; [Zip Code]
appurtenances and fixtures now or he be covered by this Security Instrument "Property." Borrower understands a Borrower in this Security Instrument Lender and Lender's successors and but not limited to, the right to foreclincluding, but not limited to, releasing BORROWER COVENANTS that the right to mortgage, grant and concumbrances of record. Borrower claims and demands, subject to any THIS SECURITY INSTRUMI	dereafter a part of the property. All re- ent. All of the foregoing is referred to and agrees that MERS holds only leg t; but, if necessary to comply with law assigns), has the right: to exercise an lose and sell the Property; and to a ng or canceling this Security Instruc- nat Borrower is lawfully seized of envey the Property and that the Pr warrants and will defend generally encumbrances of record.	on the property, and all easements, placements and additions shall also o in this Security Instrument as the gal title to the interests granted by wor custom, MERS, (as nominee for ty or all of those interests, including, aske any action required of Lender ent the estate hereby conveyed and has operty a unencumbered, except for the title to the Property against all for national use and non-uniform m security instrument covering real
Borrower and Lender covenant UNIFORM COVENANTS	and agree as follows:	8
1. Payment of Principal, Into	erest and Late Charge. Borrower sha ne Note and late charges due under the	all pay when due the principal of, and e Note.
2. Monthly Payment of Taxe payment, together with the principal taxes and special assessments levied	es, Insurance and Other Charges. El l and interest as set forth in the Note a or to be levied against the Property, ( for insurance required under paragraph	Borrower shall include in each monthly and any late charges, a sum for (a) b) leasehold payments or ground rents a 4. In any year in which the Lender
LOAN NO.: 0000551587	Initials PAGE 2 OF 9	<u> </u>
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must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender r.a.y, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act c1 1974, 12 U.S.C. Section 2601 et seq. and implementing regulation, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disburgements or disburgements before the Borrower's payments are available in the account may not be based on amount, due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (1), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall by applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Sccretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or group trents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

**Fifth,** to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingercies. including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently creeted, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph

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> > FHA Illinois Mortgage with MERS - 4/96

4N(IL) (0305)

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3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Leasonalds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty Javs after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenueling circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property of allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceed over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument specific paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower and pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an argement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.

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- (a) Default. Lender mr.y, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on inc at e date of the next monthly payment, or
  - (ii) Borrower defaults by failing, ic. a period of thirty days, to perform any other obligations contained in this Security Instrumer ...
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository List dutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require transcalate payment in full of all sums secured by this Security Instrument if:
  - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or granteee does so occupy the Property bit his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or & exlosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Sccretary.

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- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required impreciate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the coran encement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Keleased; Forbcarance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and Penefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument by does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this pa ag aph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

#### NON-UNIFORM COVENANTS. Borro ver and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower uncondinonally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute essignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's writte; demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and vill not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under partigraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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19. Release. Upon payment of all s Security Instrument without charge to Bo		strument, Lender shall release this ecordation costs.
20. Waiver of Homestead. Borrow	ver waives all right of homestead e	xemption in the Property.
21. Riders to this Security Instrumtogether with this Security Instrument, the amend and supplement the covenants and this Security Instrument. [Check applications]	ne covenants of each such rider sh d agreements of this Security Instru	xecuted by Borrower and recorded nall be incorporated into and shall ument as if the rider(s) were a part of
Condom.viora Rider	Adjustable Rate Rider	Growing Equity Rider
X Planned Unit Development Ride	r Graduated Payment Ride	r
BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrowe		ntained in this Security Instrument
	40.	
admissod or 81	14/2012(Seal)	(Seal)
ARIF M. ALVI	-Borrower	-Borrower
	(Scal) -Borrower	-Borrower  (Seal) -Borrower
		The co
LOAN NO.: 0000551587	PAGE 8 OF 9	
4N(IL) (0305)	THOSE OUT /	FHA Illinois Mortgage - 4/96
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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	} ss
COUNTY OF LOOK	,
Catherine M. Larson  I, Catherine M. Larson  ARIF M. ALVI A MARCULED  personally known to me to be the same appeared before me this day in person, a instrument a his her/their iree and volunt	person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged that he/she/they signed and delivered the said eary act, for the uses and purposes therein set forth.  All this 14 day of August 2012
LOAN NO.: 0000551587 4N(IL) (0305)	Initials AMA PAGE 9 OF 9  FHA Illinois Mortgage - 4/96

ORIGINAL

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## Escrow File No.: BW12-153 6 NOFFICIAL COPY

EST 93.50 FEET (EXCEP)

1/25.01 FEET OF THE WEST >.

IVISION OF BLOCK 22 IN IRVIN.

PHEAST QUARTER OF SECTION 15,

RTHEAST QUARTER OF SECTION 22, TO.

THE THIRD PRINCIPAL MERIDIAN, IN COG.

PIN: 13=15-434-035-0000

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## **UNOFFICIAL COPY**

ISPACE ABOVE RESERVED FOR RECORDER]	

FHA CASE NO.

6714806-703 - 203B

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVEL PMENT RIDER is made this 14TH day of AUGUST

2012 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's ("Note") to

SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 4035 NORTH KEYSTONE AVENUE UNIT D; CHICAGO, ILL'NOIS 60641

[Property Address']

The Property address is a part of a planned unit development ("PUD") known as

A.E. BROWN SUBDIVISION

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreement, made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insu ance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument with any excess paid to the entity legally entitled thereto.

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ORIGINAL

FHA Multistate PUD Rider - 10/95

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## **UNOFFICIAL COPY**

- **B.** Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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FHA Multistate PUD Rider - 10/95

LOAN NO.: 0000551587

Form - FIIAPUD-0113 (Ver. 10-2009)