JNOFFICIAL COP

Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



1300419037 Fee: \$144.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 01/04/2013 10:19 AM Pg: 1 of 23

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 14-06-401-049-1014

Address:

Street:

5920 N. PAULINA STREET

Street line 2: UNIT 2E

City: CHICAGO

State: II

ZIP Code: 60680

Lender: WINTRUST MORTGAGE A DIVISION OF BARRINGTON BANK PL COPTS

Borrower: JENNIFER E MAYER

Loan / Mortgage Amount: \$117,500.00

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

Certificate number: 2E22C514-AC84-4CBF-A480-9C2AAAEF97C0

Execution date: 10/31/2012



1300419037 Page: 2 of 23

UNOFFICIAL COPY

Instrument Prepared and Recording Requested by:
Wintrust Mortgage, a division of Barring
9700 V. Figgins Road
Suite 300 4 Moord William
Rosemor JL 60018
When Rec orde Math to:
Wintrust Mortgage, a division of Barring
9700 W Higgins Suite
Suite 300
Rosemont, IL 60018
Send Tax Notices to:
Wintrust Mortgage, a division of Barring
9700 W Higgins Road
Suite 300
Rosemont, IL 60018

Space Above This Line For Recording Data]

Loan No. 001125205

PARCEL TAX ID#: 14-06-401-049- 1014 14 06-401-049-1026

PMI CASE#: 83085528

MCRTGAGE

MIN 1000312-0001125205-0

12WR335Q7

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 December

21st , 2012 together with all Riders to this document.

(B) "Borrower" is JENNIFER E. MAYER, AN UNMARRIED WOMAN

Paraino: 14064010491014 and 4

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.

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 MG3014-01 (05/11) (Page 1 of 18)

Initials: J. M.



RETURN TO: WORLDWIDE RECORDING, INC. 9801 LEGLER RD LENEXA, KS 66219 1-800-316-4682

1300419037 Page: 3 of 23

UNOFFICIAL COPY

| D) "Lender" is Wintrust Mortgage, a division of Berringto and fices. Co., N.A. | on Bank |
|--|---|
| Lender is : a National Bank laws of THF STATE OF ILLINOIS 9700 W. Higgins Road, Sulte 300, Rosemont, IL 60018 | organized and existing under the Lender's address is |
| (E) "Note" means the promissory note signed by Borrowe 2012. The Note states that I prover owes Lender ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED A | |
| Dollars (U.S. \$ 117,500.00) plus interest at the repromised to pay this debt in regular Paris dic Payments and to January 1st, 2043 | rate of 3.875 %. Borrower has pay the debt in full not later than |
| (F) "Property" means the property that s des ribed belonging in the Property." (G) "Loan" means the debt evidenced by the No e. plus | s interest, any prepayment charges |
| and late charges due under the Note, and all sums 'Je un interest. (H) "Riders" means all Riders to this Security Instrume The following Riders are to be executed by Borrower [check it | that are executed by Borrower. |
| Adjustable Rate Rider Balloon Rider Other(s) [specify] Condominium Rider Biweekly Payment Rid Planned Unit Developer | |
| (I) "Applicable Law" means all controlling applicable regulations, ordinances and administrative rules and orders (as all applicable final, non-appealable judicial opinions. | that have the effect of 1 W) as well |
| (J) "Community Association Dues, Fees, and Ass assessments and other charges that are imposed on Borrower association, homeowners association or similar organization. (K) "Electronic Funds Transfer" means any transfer | or the Property by a condominiv a of funds, other than a transaction |
| originated by check, draft, or similar paper instrument, which terminal, telephonic instrument, computer, or magnetic tape a financial institution to debit or credit an account. Such the | ch is initiated through an electronic so as to order, instruct, or authorize erm includes, but is not limited to, |
| point-of-sale transfers, automated teller machine transaction wire transfers, and automated clearinghouse transfers. (L) "Escrow Items" means those items that are described. | d in Section 3. |
| (M) "Miscellaneous Proceeds" means any compensation proceeds paid by any third party (other than insurance proceeds paid by any third party (other than insurance proceeds in Section 5) for: (i) damage to, or destruction of, | proceeds paid under the coverages the Property; (ii) condemnation or |
| other taking of all or any part of the Property; (iii) conveyar misrepresentations of, or omissions as to, the value and/or co (N) "Mortgage Insurance" means insurance protecting | ndition of the Property. |
| or default on, the Loan. ILLINOIS -Single Family-Fannie Mae/Freddie Mac UNIFO MG3014-02f (09/12) (Page 2 of 18) | RM INSTRUMENT Form 3014 1/01 Initials: |
| | |

1300419037 Page: 4 of 23

UNOFFICIAL COPY

"Periodic Payment" means the regularly scheduled amount due for (i) principal and inte est inder the Note, plus (ii) any amounts under Section 3 of this Security Instrument

RPGPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its ir ple nenting regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended fro cume to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and rerain ons 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.

"Successor in Ir erest 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 PROPERTY

This Security Instrument secures to Len ler: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; an' (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 sole y 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

[Type of Recording Jurisdiction]

of COOK

[Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT "A"

[City]

which currently has the address of 5920 N. PAULINA STREET 2E

(Street)

60660 (Zip Code)

CHICAGO

. Illinois

Clory's Office 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 Lenders'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.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Initials: J. P MG3014-03 (05/11) (Page 3 of 18)



1300419037 Page: 5 of 23

UNOFFICIAL COPY

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with "mited variations by jurisdiction to constitute a uniform security instrument covering real p open;".

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

1. Payment of Principa', in erest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when for the principal of, and interest on, the debt evidenced by the Note and any prepayment charges at I late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any 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, trasver's check or cashier's check, provided any such check is drawn upon an institution whose de osits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfar.

Payments are deemed received by Lender when received at "he lo atton designated in the Note or at such other location as may be designated by Lender in "ccordar he with the notice provisions in Section 15. Lender may return any payment or partial payment or is the payment or partial payments are insufficient to bring the Loan current. Lender may accept, any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Londer is not obligated to apply such payments at the time such payments are accepted. If each Fernodic Payment is applied as of its scheduled due date, then Lender need not pay interest on une plied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Londerrent. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

Note.

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-04 (05/11) (Page 4 of 18)

Initials: JH



1300419037 Page: 6 of 23

UNOFFICIAL COPY

If Lender receives a payment from Borrower for a delinquent Periodic Payment which Include: a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of p yments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of

the Periodic Payments.

3. Funds for Escrow t'em. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, and the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) takes and assessments and other items which can attain priority over this Security Instrument as a lim 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) Mort sag. Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payable of Mortgage Insurance premiums in accordance with the provisions of Section 10. These herns are called "Escrow Items." At origination or at any time during the term of the Loan. Le der 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. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lenda in Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such wa ver Borrower shall pay directly, when and where payable, the amounts due for any Escrow Ir.ms for which payment of Funds has been waived by Lender and, if Lender requires, shall furris to Lender receipts evidencing such payment within such time period as Lender may require. Borrover's obligation to make such payments and to provide receipts shall for all purposes be deen et to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant a d agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-05 (05/11) (Page 5 of 18) Initials: 3 1/2



1300419037 Page: 7 of 23

UNOFFICIAL COPY

The Funds shall be held in an institution whose deposits are insured by a federal agray, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow It inson later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as requirer by RESPA.

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

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

4. Charges; Liens. Borrower shall pay all taxes. a comments, charges, fines, and impositions attributable to the Property which can attain priority over an Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Years. Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) seculus from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-06 (05/11) (Page 6 of 18) Initials:



1300419037 Page: 8 of 23

UNOFFICIAL COPY

(including deductible levels) and for the periods that Lender requires. What Lender requires pur upon to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Berrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, pertification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which easonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maint in any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or anion in of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Boy ower Borrower's equity in the Property, or the contents of the Property, against any risk, ha and or liability and might provide greater or lesser coverage than was previously in effect. Borrower as unowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All Insurance policies required by Lender and renewals of suc', policies shall be subject to Lender's right to disapprove such policies, shall include a standard nortgage clause, and shall name Lender as mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters,

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

G3014-07 (05/11) (Page 7 of 18) Initials: 1.



1300419037 Page: 9 of 23

UNOFFICIAL COPY

or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums focused by this Security Instrument, whether or not then due, with the excess, if any, paid to Reference. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower so in occupy, establish, and use the Property as Borrower's principal residence within 60 days after the occupancy of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circums ances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property. Alc., the Property to deteriorate or commit waste on the Property. Whether or not Borrower is estimated in the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be repossible for repairing or restoring the Property only if Lender has released proceeds for surfaces. Lender may disburse proceeds for the repairs and restoration in a single payment or it a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-08 (05/11) (Page 8 of 18) Initials: J. L.



1300419037 Page: 10 of 23

UNOFFICIAL COPY

connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal

9. Protection of Lender's Interest in the Property and Rights Under this Security increment. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptc,, p.obate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Propeny, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing up value of the Property, and securing and/or repairing the Property. Lender's action can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protective interest in the Property and/or rights under this Security Instrument, including its secured josit or in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain vater from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incu. s no liability for not taking any or all actions authorized under this Section 9.

Any amounts dishursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be ar interest at the Note rate from the date of dishursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower s'all comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee

title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as 2 condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender (cases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
G3014-09 (05/11) (Page 9 of 18) Initials: 7 1/21



1300419037 Page: 11 of 23

UNOFFICIAL COPY

amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the remiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of naning the Loan and Borrower was required to make separately designated payments toward the products for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mo. to se Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

party to the Mortgage Inst rance.

Mortgage insurers and water their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties). These agreements. These agreements may require the mortgage insurer to make payment using any source of funds that the mortgage insurer may have available (which may include funds obtained rom h ortgage Insurance premiums).

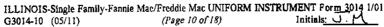
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be (nare sterized as) a portion of Borrower's payments for Mortgage Insurance,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

(a) Any such agreements will not affect the amounts that Borr wer has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such ar eements will not increase the amount Borrower will owe for Mortgage Insurance, and the vill not entitle

Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has -if any- with respect to the Mortgage Insurance under the Homeowners Protection Act of 1 98 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that we're unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.





1300419037 Page: 12 of 23

UNOFFICIAL COPY

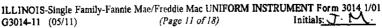
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's recurity is not lessened. During such repair and restoration period, Lender shall have the right to rold such Miscellaneous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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by it is Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the otal amount of the sums secured immediately before the partial taking destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial traing, destruction, or loss in value is less than the amount of the sums secured immediately refere the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security resurrement whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to antice claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.





1300419037 Page: 13 of 23

UNOFFICIAL COPY

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. For owner can cure such a default and, if acceleration has occurred, reinstate as provided in Court. 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, proceeded forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages, not are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscular eous Proceeds that are not applied to restoration or repair of the Property

shall be applied in the rader provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Porrower or any Successor in Interest of Borrower shall not operate to release the liability of Lorrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment of therwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any orbeat ance by Lender in exercising any right or remedy including, without limitation, Lender acceptance of payments from third persons, entities or Successors in Interest of Borrower or in an orms less than the amount then due, shall not be a waiver of or preclude the exercise of any right or ramedy.

13. Joint and Several Liability; Co-signer's Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Listrament but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this fecurity Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forth or make any accommodations with regard to the terms of this Security Instrument or the Nothwithout the

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

1LLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-12 (05/11) (Page 12 of 18) Initials: 1



1300419037 Page: 14 of 23

UNOFFICIAL COPY

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, or erty inspection and valuation fees. In regard to any other fees, the absence of express in this Security Instrument to charge a specific fee to Borrower shall not be construed as published on the charging of such fee. Lender may not charge fees that are expressly

prohibited by this Security Instrument or by Applicable Law.

I th' Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted that the interest or other loan charges collected or to be collected in connection with the Loan expect the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reflect the charge to the permitted limit; and (b) any sums already collected from Borrower which excelled permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reflect reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's accepting of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All Notices given by Berrower or Lender in connection with this Security Instrument must be in writing. Any portice to Borrower in connection with this Security Instrument shall be deemed to have been given to Bo rower when mailed by first class mail or when actually delivered to Borrower's notice address it sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless caplicable Law expressly requires otherwise. The notice address shall be the Property Address v less Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under his Security Instrument at any one time. Any notice to Lender shall be given by delivering it or 'y awiling it by first class mail to Lender's address stated herein unless Lender has designated anciber address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirem in will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrum at shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-13 (05/11) (Page 13 of 18) Initials:



1300419037 Page: 15 of 23

UNOFFICIAL COPY

prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and inc. uo. corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any chilestian to take any action.

without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this

Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limite to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales correct or escrow agreement, the intent of which is the transfer of title by Borrower at a future date 1/2 nurchaser.

If all or any part of the rop rty or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written compart. Lender may require immediate payment in full of all sums secured by this Security Instrumen! However, this option shall not be exercised

by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the superior of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement on this Security Instrument discontinued at any time prior to the earliest of: (a) five days before see of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrow r: (a) pays Lender all sums which then would be due under this Security Instrument and the Note is f no acceleration had occurred; (b) cures any default of any other covenants or agreements; (a) pavall expenses incurred in enforcing this Security Instrument, including, but not limited o. reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for inpurpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower,

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

G3014-14 (05/11) (Page 14 of 18) Initials: J.



1300419037 Page: 16 of 23

UNOFFICIAL COPY

this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a par 1 nterest in the Note (together with this Security Instrument) can be sold one or more times with prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to inch payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loar Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commonce, join, or be joined to any judicial action (as either an individual litigant or the mer ber of a class) that arises from the other party's actions pursuant to this Security Instrument or or an ages that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, the that period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, a was as by Environmental Law and the following substances: gasoline, kerosene, other flammable v. 'oxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials continuing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means feder alws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

ILLINOIS-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01
G3014-15 (05/11) (Page (15 of 18) Initials 7.



1300419037 Page: 17 of 23

UNOFFICIAL COPY

adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, density would be repeated by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual forchedge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by he presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any rivate party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in coo dance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lenuer shall give notice to Borrower prior to acceleration following Borrower's breach of any orvenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums resulted by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any voler defense of Borrower to acceleration and foreclosure. If the default is not cured on or betor, 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 foreck a this Security Instrument by judicial proceeding. Lender shall be entitled to collect all in enses incurred in pursuing the remedies provided in this Section 22, including, but not limited t, reasonable attorneys' fees and costs of title evidence.

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

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-16 (05/11)

(Page 16 of 18)

Initials:



1300419037 Page: 18 of 23

UNOFFICIAL COPY

against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained in a required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the energies Lender may impose in connection with the placement of the insurance, until the energies date of the cancellation or expiration or the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

[LLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-17 (05/11) (Page 17 of 18)



1300419037 Page: 19 of 23

UNOFFICIAL COPY

| INDIVIDUAL ACKN | OWLEDGMENT |
|--|---|
| STATE OF ILLINOIS, | } ss |
| 1. Downard a Scarin and for sa'd county and state to hereby certify the JENNIFER E. MAYER, AN UNMARRIED WOMAN | |
| personally known to me o be the same person(s) instrument, appeared before my thin day in person, signed and delivered the said inclusivest as her and purposes therein set forth. | whose name(s) subscribed to the foregoing, and acknowledged that she free and voluntary act, for the uses |
| Given under my hand and official see', un December , 2012 | Subject September 1997 |
| My Commission Expires: 1229 2012 | OFFICIAL SEAL D (SLIYTON |
| | MY COMMISSION EP RES:12/29/12 |
| | |
| | CO |

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 G3014-18 (05/11) (Page 18 of 18) Initials: 1. L.



1300419037 Page: 20 of 23

UNOFFICIAL COPY

CONDOMINIUM RIDER

LOAN 0'.1125205 TVLS CONDOMINIUM RIDER is made this 21st day of , and is incorporated into and shall be , 2012 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 Wintrust Mortgage, a division of B. rrington Bank and Trust Co., N.A., a National Bank

"Lender") of the same date and covering the Property described in the Security Instrument and

5920 N. PAULINA STREET 2E CHICAGO IL 60660

[Froper y AL'dress]

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

PAULINA COURT

located at:

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS. In addition to the covenants and agree nents 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: (f) 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

MULTISTATE CONDOMINIUM RIDER Single Family - Famile Mary Froddir Mac UNIFORM INSTRUMENT Form 3140 1/01 (Page 1 of 3) G3140 (12/11)



1300419037 Page: 21 of 23

UNOFFICIAL COPY

harder 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 vaires the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation uncer 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 'equires as a condition of this waiver can change during the term of the loan.

Borrower shall give a maler prompt notice of any lapse in required property insurance coverage provided by the arester 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 whither to the unit or to common elements, any proceeds payable to Borrower are hireby assigned and shall be paid to Lender for application to the sums secured by the Security and rument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrover and take such actions as may be reasonable to insure that the Owners Association in that is a public liability insurance policy acceptable in form, amount, and extent of coverage to Londer.

D. Condemnation. The proceeds of any award or latin for damages, direct or consequential, payable to Borrower in connection with any condemption 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, except after notice '... 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, excell for abandonment or termination required by law in the case of substantial destruction by thre 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.

MULTISTATE CONDOMINIUM RIDER - Stegic Femily - Famoie Mas/Freddie Mac UNIFORM INSTRUMENT Form 3|40 1/0|



1300419037 Page: 22 of 23

UNOFFICIAL COPY

F. Remedies. If Borrower does not pay condominium dues and assessments when dr., then Lender may pay them. Any amounts disbursed by Lender under this paragr.ph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear inte est from the date of disbursement as the Note rate and shall be payable, with interest, upon code from Lender to Borrower requesting payment.

BY SIGNING BELOW. I orrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

| 2 Man | (7) |
|-------------------|------------------|
| INNIFER E. I AY R | (Seal) -Borrower |
| 40 | (O- 1) |
| | -Borrower |
| | (Seal) |
| | -Borrower |
| | (Seal) |
| | By Tuwer |
| | 0,5 |
| | |
| | , C |
| | C |

MULTISTATE CONDOMINIUM RIDER - Single Family - Fennie Mac/Froddic Mac UNIFORM INSTRUMENT Form 3140 1/01 G3140-03 (0008) (Page 3 of 3)



1300419037 Page: 23 of 23

UNOFFICIAL COPY

LEGAL DESCRIPTION (Exhibit A)

12NL05414

PARCEL 1: UNIT 5920-2E AND PU- 2 IN PAULINA COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; LOTS 92, 93 AND 94 IN BLESIUS AND FRANZE'S RESUBDIVISION OF SUNDRY LOTS IN BUENA VISTA ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, KANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM P.F.CORDED AS DOCUMENT 09138720, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, PARCEL 2: THE EXCLUSIVE RIGHT TO USE STORAGE LCCKER S-14, AND BALCONIES, DECKS, AND ROOF DECKS, IF ANY, LIMITED COMMON ELFMENTS AS DELINIATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 09138720.

COMMONLY KNOWN AS 5920 I L PAULINA STREET UNIT #2E, CHICAGO, IL 60660

PROPERTY INDEX NO. 14-06-401-049-1014 / 14-06-401-049-1026

BEING THE SAME PROPERTY CONVEYED TO IPMORGAN CHASE BANK, NATIONAL ASSOCIATION BY JUDICIAL SALE DEED FROM THE JUDICIAL SALES CORPORATION, AN ILLINOIS CORPORATION AS RECORDED 06/28/2012 AS DOCUMENT 12180111111. ClartsOffica

Tax Id:.