Illinois Anti-Predatory **Lending Database Program**

Certificate of Compliance

1301641019 Fee: \$82.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/16/2013 09:58 AM Pg: 1 of 23

Report Mortgage Fraud 800-532-8785

The property identified as:

17 22-307-097-0000

Address:

Street:

121 E 18TH ST

Street line 2:

City: CHICAGO

State: IL

Lender: United Home Loans, Inc

of County Clarks Borrower: Kathy Thompson aka Kathy A Thompson, a married woman

Certificate number: 748B2DB3-04F3-4E46-BBD9-94971159EAB7

Loan / Mortgage Amount: \$589,000.00

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.

Execution date: 12/28/2012

ATT 333-CT

8429101/20126944

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This Instrument Prepared By: UNITED HOME LOANS, INC.
After Recording Return To: UNCHED IT AS LOWIS, INC. 3 WESTLEGAT CORPORATE CENTER #1010 WESTCHESTE, TURKIS 60154
[Space Above This Line For Recording Data]
Loan Number: 6800654473/12120307 MORTGAGE
MIN: 1009610-7312120305-5 MERS Phone: 888-679-6377
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 use I in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated 1)RCEMBER 28, 2012 , together with all Riders to this document.
(B) "Berrewer" is KATHY THOMPSON AKA KATHY A THOMPSON, A MARRIED WOMAN
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 nonlinear for Lender and Lender's successors and assigns. MERS is the mortgager under this Security solely as a nonlinear condition of the security solely as a separate comparison of the security solely as a nonlinear condition of the security solely as a nonlinear condition of the security solely as a nonlinear condition of the security solely as a security solely as a nonlinear condition of the security solely solely as a nonlinear condition of the security solely s
Instrument. MERS is organized and existing under the laws of Delaware, and has an address and to pinne number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. (D) "Leader" is UNITED HOME LOANS, INC.
Lender is a ILLINOIS CORPORATION OF EARLY and existing under the laws of ILLINOIS Lender's address is 3 WESTBROOK CORPORATE CENTER #1010, WESTCHESTER,

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 28, 2012
The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-NINE THOUSAND AND

Borrower has promised to pay this debt in regular Periodic Psyments and to pay the debt in full not later than

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

Dollars (U.S. \$ 589,000.00

ILLINOIS 60154

JANUARY 1, 2043

00/100

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 (G) "Lean" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]: 		
X Adjustable Rate Rider	Planned Unit Development Rider	
☐ Balloon Rider	Biweekly Payment Rider	
1 · F mily Rider	Second Home Rider	
Conduminium Rider	Other(s) [specify]	
(i) "Applicable Law" mear saii con	trolling applicable federal, state and local statutes, regulations, ordinances and wave the effect of law) as well as all applicable final, non-appealable judicial	
(i) "Community Association Dues.	Fe' 4, and Assessments" means all dues, fees, assessments and other charges Privarity by a condominium association, homeowners association or similar	
(K) "Electronic Funds Transfer" m or similar paper instrument, which is magnetic tape so as to order, instruct.	cans any transfer of funds, other than a transaction originated by check, draft, initiated through an electronic terminal, telephonic instrument, computer, or or authorize a final institution to debit or credit an account. Such term of sale transfers, at tomated teller machine transactions, transfers initiated by ted clearinghouse transfers.	
(M) "Miscellaneous Proceeds" mean third party (other than insurance proc destruction of, the Property; (ii) cond-	as any compensation, settlement, ward of damages, or proceeds paid by any seeds paid under the coverages that had in Section 5) for: (i) damage to, or committee or other taking of all or any part of the Property; (iii) conveyance in escentations of, or omissions as to, the value and/or condition of the Property.	

plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. \$2601 et (2017) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally relate" mor gage loan"

(N) "Mortgage Insurance" means insurance protecting Lender against the nonconversat of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) princapa and interest under the Note,

even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether it 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 Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY

of

COOK

Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 17-22-307-097-0000

which currently has the address of

121 EAST 18TH STREET
[Street]

CHICAGO [City] , Illinois

60616 ("Property Address"):

[Zip Code]

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 for agoing 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 compl

BORROWER COVENANTS that Borrower is lawfully sear 1 of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property 12 on incumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument coverage real property.

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

1. Payment of Principal, Interest, Eccraw Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items 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 may require that any or all subsequent payments due under the Note and this Security Instrument by made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank theck treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment 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 Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its acheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be

applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or 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, accound to any other arounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

Any application of payments, in arance 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 Items. Bon over shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "lunds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain pricrity gier this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents came Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Instrused premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance previous in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any tirle during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, or secrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furrish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrov Pens unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may wait sorrower's obligation to pay to Lender Funds for any or all Eacrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Ferry w Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender 10 20 in evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payer and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security restriment, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items, in ectly, 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 at y 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 the a 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 Finds 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no 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. Borrower and Lender can agree

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

Upon pay not t in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lorder.

4. Charges; Law Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can have priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Eacrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly dia he go 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, but only so long as Borrower is performing such agricument; (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 which proceedings are concluded; or (c) secures from the holder of the lien an agreement astisfactory to Lender which can attain priority over 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. With n 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the miles set forth above in this Section 4.

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

S. Property Insurance. Borrower shall keep the improvement 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 (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Louis. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower'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, certification and tracking services; or (b) a one-time charges occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any flees imposed by the Federal Emergency Management Agency in connection with the review of any fleed zone determination resulting from an objection by Borrower.

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages 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 navee.

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 fessible and Lender's security is not lessened. During any repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an operatuality to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that ruch inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a same symmetry as series of progress payments as the work is completed. Unless an agreement is made in writing to the payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing to the payment or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically fessible or Lender's security would be lessened, the insurance 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 insurance proceeds and libe applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall resolve to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless I residence for at least one year after the date of occupancy, unless I residence only which consent shall not be unreasonably withheld, or unless extenuating circumstance and which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspectic and Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to present 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 damage 40, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Louder 40, released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not a series of progress payments, Borrower is not relieved of Borrower's obligation for the completion of such 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. Berrewer's Lean 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 connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

Any amounts disbursed by Leader under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts will 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.

If this Security Instrument is on a lessehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the lessehold est to a interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written son or of Lender, after or amend the ground lease. If Borrower acquires fee title to the Property, the lessehold and "a ree title shall not merge unless Lender agrees to the merger in writing.

10. Mertgage Insurance. If Lender required Mortg vge Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Ir au mee in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from "he 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 covering arbstantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the core Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. 1/2 nut stantially 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 coased to be in effect. Lender v (1) ecept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve a vall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be reque on to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Martgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the pre-niums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and notice a was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reservi, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower ind 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 if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to 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) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mort are Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance und of the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain divisoures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance (a) insted automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at the three of such cancellation or termination.
- 11. Assignment of Mac Beneous Proceeds; Ferfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically families and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Let a may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is the work is the first of the repairs and restoration in a single disbursement or in a series of progress payments as the work is the first of the restoration of the payment is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds a hall 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 in the order provided for in Section 2.

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

In the event of a partial taking, destruction, or loss in 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, the sums secured by this Security for rement shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total count 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 pred to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair waste! value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender out an issue agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument with 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 settle a 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.

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. Borrower can cure such a default and, if acceleration has occurred, reinstate

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as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Berrewer Net Released; Ferbearance By Leader Not a Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Leader to Borrower or any Successor in Present of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower or to refuse to work 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 any Successors in Interest of Borrower. Any forbearance by Leader in precising any right or remedy including, without limitation, Leader's acceptance of payments from third person, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of a preclude the exercise of any right or remedy.

13. Joint and Several Linh (x), Co-eigners; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-eigns this Security Instrument but does not execute the Note (""co eigner"): (a) is co-eigning this Security Instrument only to mortgage, grant and convey the co-eigner'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 can agree to extend, modify, forbear or me to any accommodations with regard to the terms of this Security Instrument or the Note without the co-eigner's constant.

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

14. Lean Charges. Lender may charge Borrower fees for service performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property see rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Parrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loss is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the Loss exceed to permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to reduce the charge to the purposited limit; and (b) any sums already collected from Borrower which exceeded 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 uncompression to Borrower. If a refund 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 acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower mages?

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless 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 this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument 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 in applicately allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note 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 5. 32 ity Instrument: (a) words of the masculine gender shall mean and include 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 "mr.y" gives sole discretion without any obligation to take any action.

17. Berrewer's Cepy Jorrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Proper's or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any logal or beo-ricial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, or atra t for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrow or a future date to a purchaser.

If all or any part of the Property or any Inverest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borro ver is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all as ms secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

- 19. Berrower's Right to Reinstate After Acceleration. If Borrower insets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Latrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (, e try of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all support then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures my default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees interred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) talk is such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under the Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue actuaged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatener a suns and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) cort in (a) check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 28. Sale of Note; Change of Loan Servicer; Notice of Grisvance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will

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state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to 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 commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges the tap 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 19) which alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take consider action. If Applicable Law provides a time period which must elapse before certain action can be taken, that the 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 20

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or traic petroleum products, toxic pesticides and herbicides, volatile solvents, masterials containing asbestos or formald hyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any records action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Constitution" 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 Frop xty. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of pay Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, a release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The presence in that adversely affects the value 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, caio, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Horrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall or the any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

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in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Aprairable Law.
- 24. We've of Homestend. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestend exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage remaind by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's agreement in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that we der purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other sharges Lender may impose in connection with the placement of the insurance, until the effective date of the consultation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance Borrower's total outstanding balance of beligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on in the cost of insurance may be more than the cost of insurance Borrower may be able to obtain on in the cost of the insurance may be able to obtain on in the cost of the cost of the insurance may be able to obtain on insurance may be able to obt

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security unnest and in any Rider executed by Borrower and recorded with it. (SIGNING FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD) Opt (See)
Opt Colling Clark's Office

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[Spece Below This Line For Adknowledgment]
State of ILLINOIS
County of COOK
The foregoing instrument was acknowledged before me this 25th day of December 2012
VATHY A THOMPSON AND MICHAEL A. PAYNE
C/x
9 (15)
Signature of Person Taking Acknowledgment
"OFFICIAL SEAL"
Notan Bulin Costabile
Notary Public, State of Illinois My Commission Expires 8/7/2016
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(Staff) (St
BLINOIS-Single Femily-Fermin Mess/Freddie Mac UNIFORM INSTRUMENT - MERS Form 3014 7/01 Page 14 of 14
Form 3014 1701 Page 14 of 14 Wardingto Mac UNIFORM INSTRUMENT - MERS Decilingto difference from 3014 1701

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STREET ADDRESS: 121 E. 18TH STREET

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-22-307-097-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 38 IN KENSINGTON PARK TOWNHOMES, BEING A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 2002 AS DOCUMENT NUMBER 0020535533, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGLESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COLVANITS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON PARK TOWNHOMES RECORDED ON MAY 9, 2002 AS DOCUMENT NUMBER 0020535534, IN COOK COUNTY ILLINOIS.

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MIN: 1009610-7312120305-5

Ican Number: 6800654473/12120305

ADJUSTABLE RATE RIDER

(1 Year LiBOR index - Rate Caps) (Assumable after initial Period)

TH'S ADJUSTABLE RATE RIDER is made this 28th day of DECEMBER, 2012, and is increporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (th) "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrow (1) Adjustable Rate Note (the "Note") to UNITED HOME LOANS, INC., AN ILLINOIS COPPORATION

(the "Lender") of the ar ac date and covering the property described in the Security Instrument and located at:

121 EAST 18TH STREET, CHICAGO, ILLINOIS 60616

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTPLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTERIOR RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree of follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 2.375%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY, 2018, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index." is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rate, for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Curren. Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.250 %) to the percentage point(s) (TWO AND 250/1000 Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the anneld principal that I am expected to owe at the Change Date in full on the maturity date at my new interestry e in substantially equal payments. The result of this calculation will be the new amount of

my monthly r. yn at.

(D) Limit N Interest Rate Changes

The interest rue am required to pay at the first Change Date will not be greater than 2.250 %. Thereafter, my interest rate will never be increased 7.375 % or less than or decreased on any single Change Date by more than TWO AND 000/1000 2.000 %) from the rate of interest I have been paying for the preceding 12 percentage point(s) (7.375 %. months. My interest rate will never be greater than

(E) Effective Date of Chang as

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first many payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a squee of any changes in my interest rate and the amount of my mouthly payment before the effective date of any theres. The notice will include information required by law to be given to me and also the title and telephone turner of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

UNTIL BORROWER'S INITIAL INTEREST RATE CH/ NGI S UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security

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Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. AFTER BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESTRUCTION B1 ABOVE SHALL THEN CRASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

A used in this Section 18, "Interest in Berrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales of meant or escrow agreement, the intent of which is the transfer of title by Borrower at a future dreft a nurchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural per on and a beneficial interest in Borrower is sold or transferred) without Leader's prior written consent, Leader may require immediate payment in full of all sums secured by this Security Introduct. However, this option shall not be exercised by Leader if such exercise is prohibited by pricable Law. Leader also shall not exercise this option if: (a) Borrower causes to be subtanted to Leader information required by Leader to evaluate the intended transferree as if a new loan were being made to the transferree; and (b) Leader reasonably determines that Leader's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Leader.

To the extent permitted by Applicable Law, Lender or ay charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in his recurity instrument. Borrower will continue to be obligated under the Note and this Security instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in fult, I and a shall give Borrower notice of acceleration. The notice shall provide a period of not less that 10 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 fails to pay these sums prior to acceptation of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Title (Soel) KATHY A THOMPSON -Bostower	Michael A Payne	-Borrower
(Seal) -Borrower		(Scal) -Borrower
-Borrower	Colle	(Scal) -Borrower
	C/O/A	
	County Clary	S OFFICE

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Loan Number: 6800654473/12120305

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of DECF' BR, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the adersigned (the "Borrower") to secure Borrower's Note to UNITED HOME LOANS, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date, and covering the Property described in the Security Instrument and located at: 121 37 ST 18TH STREET, CHICAGO, ILLINOIS 60616

[Property Address]

The Property includes, but is not in at a factor and to, a parcel of land improved with a dwelling, together with other such parcels and certain common area. And facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

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

KENSINGTON PARK [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners executivion or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and

which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives 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 under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owen association policy.

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

Borre we shall give Lender prompt notice of any lapse in required property insurance coverage provided

by the master or blanket policy.

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

- C. Public Liability lens rance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a sublic liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of wy award or claim for damages, direct or consequential, payable to Borrower in connection with any ocas commation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lander's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property of consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination received by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condens and 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 selections are a provided insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of B wrower 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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.		
KATHY A 1. MPSON -Borrower	Michael A Payne (Scal) Michael A Payne	
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