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### Illinois Anti-Predatory Lending Database Program

Certificate of Compliance

Doc#: 1307241116 Fee: \$104.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/13/2013 02:52 PM Pg: 1 of 13

Report Mortgage Frauは 800-532-8785

The property identified as:

PM 04-21-108-012-0000

Address:

Street:

30379602

2345 GREENWOOD RD

Street line 2:

City: NORTHBROOK

State: IL

Lender: SecurityNational Mortgage Company

Borrower: George A Gabriel, Zina M Gabriel

Loan / Mortgage Amount: \$319,113.00

Clents ds 1 Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to recrit a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

> Attorneys' Title Quaranty Fund, Inc. 1 S. Wacker Dr., STE 2400 Chicago, IL 60606-4650 Attn: Carch Department

Certificate number: 2FF21F57-25A5-4358-9626-9B2B03849183

Execution date: 02/26/2013

1307241116 Page: 2 of 13

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SECURITYN AND NAL MORTGAGE COMPANY 5300 SOUTH 360 WF.51 SUITE 150 MURRAY, UTAH 8:123 Prepared by: CINDY MÉBRIDE SECURITYNATIONAL MORTGAGE COMPANY 12201 MERIT DRIVE **SUTTE 400** DALLAS, TEXAS 75251 TITLE NO.: 130379602177 LOAN NO.: 0000565689 PARCEL NO.: 04211080120000 [SPACE ABOVE C'IIS LINE FOR RECORDING DATA] -1000317-0000565689-3 MIN NO.: State of Illinois MORTGAGE <u> 137-7161721-703 - 203B</u> FEBRUA Y THIS MORTGAGE ("Security Instrument") is given on Mortgagor is GEORGE A. GABRIEL AND ZINA M. GABRIEL, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, I. c. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION ("Lender") is organized and existing under the laws of HATU has an address of 5300 SOUTH 360 WEST SUTTE 150; MURRAY, UTAH 84123 Borrower owes Lender the principal sum of THREE HUNDRED NINETEEN THOUSAND ONE HUNDRED THIRTEEN AND 00/100-Dollars (U.S. \$ 319,113.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due This Security Instrument secures to 01, 2043, at the rate of 3.375 %. and payable on MARCH Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and Initials GIG-ZMG PAGE 1 OF 9 Amended 2/01 FHA Illinois Mortgage with MERS - 4/96

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4N(IL) (0305)

Form - MMTGILG-3214 (Ver. 05-2012)

1307241116 Page: 3 of 13

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agreements v A'en this Security Instrument and the Not	e. For this purpose, Borrower does hereby mortgage,
grant and convey of MERS (solely as nominee for Len	der and Lender's successors and assigns) and to the
successors and assirus of MERS, the following describ	ed property located in
	County, Illinois:
LEGAL DESCRIPTION AT A HED HERETO AND M	ADE A PART HEREOF
· O	
0/	
4	
- 13537 1 515509 3/0 0/04/00040000	
Parcel ID Number: PARCEL NO.: 04211080120000	. 46
Parcel ID Number: PARCEL NO.: 04211680120009 which has the address of 2345 GREENWOOD ROAD	
	[Street]
NORTHBROOK	, Illinois 6462 Property Address;
[City]	hereafter erected on the property, and all casements,
TOGETHER WITH all the improvements now of	the property. All replacement and additions shall also
appurtenances and fixtures now or necessite a part of	egoing is referred to in this Scouri', Instrument as the
"Bronesty " Borrower understands and surees that MF	RS holds only legal title to the incrests granted by
Property. Dortower understands and agrees that int	to comply with law or custom, MER i, (as nominee for
I ender and I ender's encressors and assigns), has the t	ight: 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 a Lender
including, but not limited to, releasing or canceling th	is Security Instrument.
POPPOWER COVENANTS that Romower is 1:	rewfully seized of the estate hereby conveyed and has
the right to mortgage grant and convey the Propert	y and that the Property is unencumbered, except for
encumbrances of record. Borrower warrants and will	defend generally the title to the Property against al
claims and demands, subject to any encumbrances of	record.
THIS SECURITY INSTRUMENT combines u	niform covenants for national use and non-uniform
covenants with limited variations by jurisdiction to	constitute a uniform security instrument covering real
property.	
• • •	
Borrower and Lender covenant and agree as follo	ws:
UNIFORM COVENANTS	
<ol> <li>Payment of Principal, Interest and Late C</li> </ol>	harge. Borrower shall pay when due the principal of, and
interest on, the debt evidenced by the Note and late of	larges due under the Note.
<ol><li>Monthly Payment of Taxes, Insurance and</li></ol>	Other Charges. Borrower shall include in each monthly
payment, together with the principal and interest as se	at forth in the Note and any late charges, a sum for (a)
taxes and special assssments levied or to be levied ag	ainst the Property, (b) leasehold payments or ground rents
on the Property, and (c) premiums for insurance requi	red under paragraph 4. In any year in which the Lender
	Initials <b>GAG-</b> <u>ZAG-</u>
LOAN NO.: 0000565689 PAG	E 2 OF 9
4N(IL) (0305)	FHA Illinois Mortgage with MERS - 4/96
	IGINAL

1307241116 Page: 4 of 13

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must pay a montge of insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which so h premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (a) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, there items are called "Escrow Items" and the sums paid to Lender are called

Lender may, at any time, collect and hald amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 1601 e seq. and implementing regulation, 24 CFR Part 3500, as they may be amended from time to time ("RESAL"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements befor an Borrower's payments are available in the account may not be based on amounts due for the mortgage it surance premium.

If the amounts held by Lender for Escrow Items excend he amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when her, Lender may notify the Borrower and

require Borrower to make up the shortage as permitted by RESPA.

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

3. Application of Payments. All payments under paragraphs 1 and 2 shall by zer ned by Lender as

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

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and of each hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

PAGE 3 OF 9 LOAN NO.: 0000565689

4N(IL) (0305)

Form - MMTGILG-3214 (Ver. 05-2012)

FHA Illinois Mortgage with MERS - 4/96

1307241116 Page: 5 of 13

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

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

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

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

mentioned in paragraph 2.

Initials GIG ZUG PAGE 4 OF 9

LOAN NO.: 0000565689

OF 5

FHA Illinois Mortgage with MERS - 4/96

4N(IL) (0305)

Form - MMTGTLG-3214 (Var. 05-2012)

1307241116 Page: 6 of 13

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

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

8. Fees. Lender may collect fees and charges ; athor zed by the Secretary.

#### 9. Grounds for Acceleration of Debt.

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

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PAGE 5 OF 9		 

LOAN NO.: 0000565689

4N(IL) (0305)

FHA Illinois Mortgage with MERS - 4/96

Form - MMTGTLG-3214 (Ver. 05-2012)

1307241116 Page: 7 of 13

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- 10. Reinstate cent. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Bor ow a's failure to pay an amount due under the Note or this Security Instrument. This right applies even after for closure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all arrownts required to bring Borrower's account current including, to the extent they are obligations of Borrower under unis Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current ore locare proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reins a ment will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by his Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to re'case the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify ar critization of the sums secured by this Security Instrument by reason of any demand made by the origina, Porrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall notice a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Jugars. The covenants and agreements of this Security instrument shall bind and benefit the successors 2 signs of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreemer schall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Not: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbea or hake any accommodations with regard to the terms of this Security Instrument or the Note without that Borro etc.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy.	Borrower shall be given one conformed	copy	of	the	Note	and	of	this	Security
Instrument.									

LOAN NO.: 0000565689

4N(IL) (0105)

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

Initials GG-ZMG PAGE 6 OF 9

FHA Illinois Mortgage with MERS - 4/96

1307241116 Page: 8 of 13

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulator, agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory utb rity, that any removal or other remediation of any Hazardous Substances affecting the Property is necess ry, 30 lower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

### NON-UNIFORM COVENANTS. Borrower and Lender further cov me at and agree as follows:

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

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be he'd by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (2) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act has

would prevent Lender from exercising its rights under this paragraph 17.

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

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

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

LOAN NO.: 0000565689

4N(IL) (0305)

Form - MMTGILG-3214 (Ver. 05-20/2)

Initial (AG-ZMG PAGE 7 OF 9

FHA Illinois Mortgage with MERS - 4/96

1307241116 Page: 9 of 13...

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19. Release. Up to payment of all sum security Instrument without charge to Borro	is secured by ower. Borro	this Security Instru wer shall pay any reco	ment, Lender shall release this rdation costs.
20. Waiver of Homestad, Borrower	waives all ri	ght of homestead exer	nption in the Property.
21. Riders to this Security I strui en ogether with this Security Instrument the current and supplement the covenants and a his Security Instrument. (Check applicant	covenants of greements of	each such rider shall	be incorporated into and shall
Condominium Rider	🛴 Adjus	table Rate Rider	Growing Equity Rider
X Planned Unit Development Rider	Gry 40	ate 1 Payment Rider	Other [Specify]
BY SIGNING BELOW, Borrower acc and in any rider(s) executed by Borrower an	cepts and agr	rees to the terms cont with it.	med i) this Security Instrument
GALLE	(Seal)	Zast	(Seal)
George A. Gabriel	-Вогтоwет	Zina M. Gabriel	Softwer
	(Scal) -Borrower		(Scal) -Borrower

PAGE 8 OF 9

ORIGINAL

FHA Illinois Mortgage - 4/96

LOAN NO.: 0000565689

Form - MMTGILG-3214 (Ver. 05-2012)

4N(IL) (0305)

1307241116 Page: 10 of 13

## **UNOFFICIAL COPY**

STATE OF ILLINOIS
} SS
COUNTY OF
1, WITH ANOtary Public in and for said county and state do hereby certify that
George A. Gabriel
Zina M. Gabriel
personally known to me to be the same person (s) where name(s) subscribed to the foregoing instrument,
appeared before me this day in person, and acknow ledge, that he/she/they signed and delivered the said
instrument as his/her/their free and voluntary act, for in was and purposes therein set forth.
Given under my hand and official seal this 2 day ( Lobrary 2013)
Cityon which in) mais and constant and
Juliu - Wn
Notary Public
My Commission Expires: 7/1-38-14
My Continuesion Expires.
7,0
······
OFFICIAL SEAL
JUDITH SHINKER  NOTARY PUBLIC - STATE OF ILLINOIS
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/28/14
WA COMMISSION FOR IT TO A TOTAL T

LOAN NO.: 0000565689

4N(IL) (0305)

Form - MMTGHLG-3214 (Ver. 05-2012)

PAGE 9 OF 9

FHA Illinois Mortgage - 4/96

1307241116 Page: 11 of 13

## **UNOFFICIAL COPY**

ISPACE ABOVE RESERVED FOR RECORDER

FHA CASE NO.

137-7161721-703 - 203B

### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of FEBRUARY

2013 , and is incorporated into and shall be deemed to amend ar as pplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's ("Note") to

SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION

("Lender") of the same date and covering the Property described in the Security In ment and located at: 2345 GREENWOOD ROAD; NORTHBROOK, ILLINOIS 60062

#### [Property Address]

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

#### [Name of Planned Unit Development]

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

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

LOAN NO.: 0000565689

Page 1 of 2

Form - FHAPUD-4113 (Ver. 10-2009)

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FHA Multistate PUD Rider - 10/95

1307241116 Page: 12 of 13

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- b. 36. ower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and coverning the PUD.
- C. If Borrover ces not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbused by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

George A. Gabriel	(Scal) -Borrowci	(Seal) -Botrower
	-Borrower	(Seal) -Borrower
		TH'S Open
		Co

LOAN NO.: 0000565689
Form - PHAPUD-4113 (Ver. 10-2009)

Page 2 of 2

ORIGINAL

FHA Multistate PUD Rider - 10/95

1307241116 Page: 13 of 13

### UNOFFICIAL CO ATTORNEYS' TITLE GUARANTY FUND, INC.

### **LEGAL DESCRIPTION**

### Legal Description:

LOT 4 IN BLOCK 7 OF VILLAS WEST SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 2, 1976 AS **DOCUMENT NO. 23622587.** 

Permanent Index Number:

Property ID: 04-21-108-012-00%

**Property Address:** 

The Or Cook County Clerk's Office 2345 GREENWOOD ROAD NORTHBROOK, IL 60062