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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

A14-18916  
CA

Report Mortgage Fraud  
800-532-8785



Doc#: 1429034009 Fee: \$74.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/17/2014 08:46 AM Pg: 1 of 19

The property identified as: **PIN:** 28-18-101-044-1033

**Address:**

**Street:** 6830 RIDGE POINT DRIVE

**Street line 2:** UNIT 3A

**City:** OAK FOREST

**State:** IL

**ZIP Code:** 60452

**Lender:** PRIMELENDING, A PLAINSCAPITAL COMPANY

**Borrower:** AMBER N. SAVINO, A SINGLE WOMAN

**Loan / Mortgage Amount:** \$79,200.00

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

**Certificate number:** 070B7C80-031C-4C48-8DC5-25AB7949B75A

**Execution date:** 10/09/2014

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After Recording Return To:

**PRIMELENDING, A PLAINSCAPITAL  
COMPANY**  
17330 PRESTON ROAD, SUITE 160B  
DALLAS, TX 75252  
(888) 812-2711  
ATTN: BOND FINAL DOCUMENTS

This Instrument Prepared By:

**SUZI FERGUSON**  
**POLUNSKY BEITEL GREEN, LLP**  
18111 PRESTON ROAD, SUITE 900  
DALLAS, TX 75252  
(888) 812-2711

[Space Above This Line For Recording Data]

**MORTGAGE**

**SAVINO**

Loan #: 2343000899

PIN: 28-18-101-044-1033

MIN: 100053601314302430

MERS Phone: 1-888-679-6377

**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 used in this document are also provided in Section 16.

(A) "**Security Instrument**" means this document, which is dated **OCTOBER 9, 2014**, together with all Riders to this document.

(B) "**Borrower**" is **AMBER N SAVINO A SINGLE 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 nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "**Lender**" is **PRIMELENDING, A PLAINSCAPITAL COMPANY**. Lender is a **CORPORATION** organized and existing under the laws of **TEXAS**. Lender's address is **18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252**.

(E) "**Note**" means the promissory note signed by Borrower and dated **OCTOBER 9, 2014**. The Note states that Borrower owes Lender **SEVENTY-NINE THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$79,200.00)** plus interest at the rate of **4.500%**. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2044**.

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

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



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**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.  
which currently has the address of 6830 RIDGE POINT DRIVE UNIT 3A, OAK FOREST, IL 60452-1471 ("Property Address").

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:

### TRANSFER OF RIGHTS IN THE PROPERTY

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) 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 related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.  
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(L) "Escrow Items" means those items that are described in Section 3.  
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.  
(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(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]:

- Adjustable Rate Rider
- Condominium Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Second Home Rider
- Biweekly Payment Rider
- Other(s) [specify] **INDA MORTGAGE RIDER**

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3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within

Full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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 first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment or 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 scheduled due date, then Lender need not pay interest on unapplied funds. Lender may not 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.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at the review of any flood zone determination resulting from an objection by Borrower.

also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall tracking services; or (b) a one-time charge for flood zone determination and certification charges each Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not 5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property

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

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

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

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

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

shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or otherwise in accordance with Applicable Law.

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

to Lender all Funds, and in such amounts, that are then required under this Section 3. or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all

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any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, Borrower or

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, Borrower or

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.

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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** 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 prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has 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 sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

**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 continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has 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 sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

**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 continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has 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 sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

**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 continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has 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 sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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Mortgage Insurance 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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to make separately designated payments toward the premiums for Mortgage Insurance, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance 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

Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

**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 securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amount disbursed by Lender under this Section 9 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.

Any amount disbursed by Lender under this Section 9 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.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for

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.

shall be paid to Lender. award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and 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 Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstates as provided in Section 19, by could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, action in regard to Miscellaneous Proceeds.

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

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

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

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

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

shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and time of such cancellation or termination.

terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance, and they will not entitle Borrower to any refund.

(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 Mortgage Insurance, and they will not entitle Borrower to any refund.

share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



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

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

word "may" gives sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the plural and vice versa; and (c) the words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the effect without the conflicting provision.

Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security **16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal

Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when **15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

constitute a waiver of any right of action Borrower might have arising out of such overcharge.

charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest

constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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constitute a waiver of any right of action Borrower might have arising out of such overcharge.

charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest

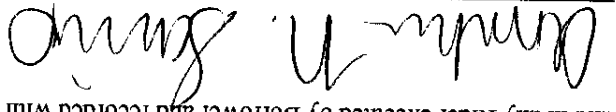
constitute a waiver of any right of action Borrower might have arising out of such overcharge.

charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest



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- BORROWER - AMBER N SAVINO



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**25. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that Borrower provides 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 charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance of the obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

and by virtue of the Illinois homestead exemption laws.

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

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

**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 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.

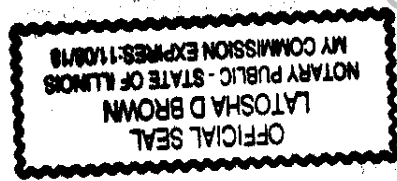
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

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

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

MORTGAGE LOAN ORIGINATOR DAVID TOMCZAK  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 798239  
MORTGAGE LOAN ORIGINATOR COMPANY PRIMELENDING, A PLAINSCAPITAL COMPANY  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 13649



My Commission Expires: \_\_\_\_\_

Notary Public

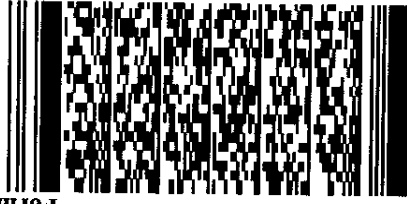
*[Handwritten Signature]*  
Oct 9, 2014

This instrument was acknowledged before me on \_\_\_\_\_ by AMBER N SAVINO A SINGLE WOMAN.

COUNTY OF COOK

STATE OF ILLINOIS

# UNOFFICIAL COPY



Form 3140 I/O1 (page 1 of 3 pages)

33.19

INSTRUMENT

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in and the uses, proceeds and benefits of Borrower's interest.

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

[Name of Condominium Project]

**RIDGE POINT CONDOS**

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

[Property Address]

**6830 RIDGE POINT DRIVE UNIT 3A, OAK FOREST, IL 60452-1471**

located at:

(the "Lender") of the same date and covering the Property described in the Security Instrument and "Borrower") to secure Borrower's Note to **PRIME LENDING, A PLAINSCAPITAL COMPANY** Security Deed (the "Security Instrument") of the same date given by the undersigned (the incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or THIS CONDOMINIUM RIDER is made this 9TH day of OCTOBER, 2014, and is

MIN: 100053601314302430

Loan #: 2343000899

SAVINO

**CONDOMINIUM RIDER**

Clerk's Office

# UNOFFICIAL COPY

## MULTI-STATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM

other casualty or in the case of a taking by condemnation or eminent domain; abandonment or termination required by law in the case of substantial destruction by fire or (i) the abandonment or termination of the Condominium Project, except for with Lender's prior written consent, either partition or subdivide the Property or consent to: **E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and provided in Section 11.

proceeds shall be applied by Lender to the sums secured by the Security Instrument as conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such of all or any part of the Property, whether of the unit or of the common elements, or for any consequential, payable to Borrower in connection with any condemnation or other taking **D. Condemnation.** The proceeds of any award or claim for damages, direct or policy acceptable in form, amount, and extent of coverage to Lender.

reasonable to insure that the Owners Association maintains a public liability insurance **C. Public Liability Insurance.** Borrower shall take such actions as may be the excess, if any, paid to Borrower.

application to the sums secured by the Security Instrument, whether or not then due, with proceeds payable to Borrower are hereby assigned and shall be paid to Lender for or repair following a loss to the Property, whether to the unit or to common elements, any In the event of a distribution of property insurance proceeds in lieu of restoration insurance coverage provided by the master or blanket policy.

Borrower shall give Lender prompt notice of any lapse in required property the loan. What Lender requires as a condition of this waiver can change during the term of the Owners Association policy.

on the Property is deemed satisfied to the extent that the required coverage is provided by (ii) Borrower's obligation under Section 5 to maintain property insurance coverage the yearly premium installments for property insurance on the Property; and

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of limited to, earthquakes and floods, from which Lender requires insurance, then: included within the term "extended coverage," and any other hazards, including, but not amounts (including deductible levels), for the periods, and against loss by fire, hazards Project which is satisfactory to Lender and which provides insurance coverage in the generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium **B. Property Insurance.** So long as the Owners Association maintains, with a pursuant to the Constituent Documents.

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

the Security Instrument, Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

Form 3140 1/01 (page 3 of 3 pages)

INSTRUMENT  
33.19

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM

Property of Cook County Clerk's Office

- BORROWER - AMBER N. SAVINO



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

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

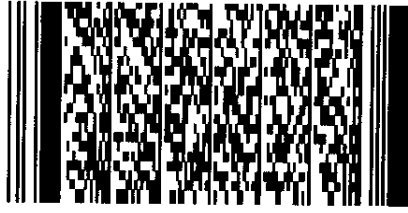
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to 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.

2343000899

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2. Notwithstanding the provisions of Paragraph 6 of the Security Instrument, the Mortgagee agrees that the Lender or the Authority, as applicable, may at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagee sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagee in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mortgagee fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagee understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.

Mortgagee and Lender mutually agree as follows:  
In consideration of the respective covenants of the parties contained in the Security Instrument, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged,

Mortgagee execute this Rider.  
The Mortgagee is executing simultaneously herewith that certain mortgage, dated OCTOBER 9, 2014 (the "Security Instrument") to secure a loan (the "Loan") made by PRIMELENDING, A PLAINSCAPITAL COMPANY (The "Lender") in the amount of \$79,200.00 to the Mortgagee, evidenced by a note (the "Note") of even date herewith. It is expected that the Loan will be purchased or securitized by the Illinois Housing Development Authority (the "Authority"). It is a condition of the making of the Loan that the RIDER TO MORTGAGE BY AND BETWEEN AMBER N SAVINO A SINGLE WOMAN (THE "MORTGAGOR") AND PRIMELENDING, A PLAINSCAPITAL COMPANY. (THE "LENDER")

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE  
LOAN. DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ  
AND UNDERSTAND THESE PROVISIONS.

SAVINO  
Loan #: 234300899  
MIN: 100053601314302430

NOTICE TO  
MORTGAGOR

## IHDA MORTGAGE RIDER



# UNOFFICIAL COPY

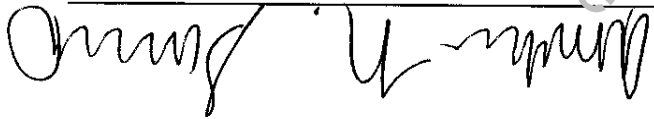
Mortgage Rider  
REVISED 10/10

Page 2 of 2

ILLINOIS  
HOUSING  
DEVELOPMENT  
AUTHORITY  
4161.8

Property of Cook County Clerk's Office

- BORROWER - AMBER N SAVINO



3. The provisions of this Rider shall apply and be effective only at such times as the Authority securitizes your loan or is the holder of the Security Instrument and the Note, or is in the process of securitizing or purchasing the Security Instrument and the Note. If the Authority does not securitize or purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

2343000899

# UNOFFICIAL COPY

(A14-1896.PFD/A14-1896/40)

Property of Cook County Clerk's Office

PIN 1: 28-18-101-044-1033

PROPERTY ADDRESS:  
6830 Ridge Point Drive Unit 3A  
Oak Forest IL 60452-1471

UNIT 3-3A AND GARAGE UNIT G-3-3A IN RIDGE POINT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
THAT PART OF LOT 1 IN MURDEN MEADOWS, BEING A SUBDIVISION OF THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 98-725017, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

Mortgage Rider  
REVISED 10/10

ILLINOIS  
HOUSING  
DEVELOPMENT  
AUTHORITY



Amber N. Savino

MORTGAGOR  
*[Signature]*

3. The provisions of this Rider shall apply and be effective only at such times as the Authority securitizes your loan or is the holder of the Security Instrument and the Note, or is in the process of securitizing or purchasing the Security Instrument and the Note. If the Authority does not securitize or purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

2. Notwithstanding the provisions of Paragraph 5 of the Security Instrument, the Mortgagor agrees that the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagor sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.

In consideration of the respective covenants of the parties contained in the Security Instrument, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor and Lender further mutually agree as follows:

The Mortgagor is executing simultaneously herewith that certain mortgage, dated October 9th, 2014 (the "Security Instrument") to secure a loan (the "Loan") made by PrimeLending, a PlainsCapital Company (The "Lender") in the amount of \$ 79200 to the Mortgagor, evidenced by a note (the "Note") of even date herewith. It is expected that the Loan will be purchased or securitized by the Illinois Housing Development Authority (the "Authority"). It is a condition of the making of the Loan that the Mortgagor execute this Rider.

RIDER TO MORTGAGE BY AND BETWEEN Amber N. Savino  
("MORTGAGOR") AND PrimeLending, a PlainsCapital Company  
("THE "LENDER")

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

NOTICE TO  
MORTGAGOR

IHDA MORTGAGE RIDER