| Illinois Anti-Predator |
|------------------------|
| Lending Database |
| Program |

Certificate of Compliance

Report Mortgage France 800-532-8785

The property identified as:

PIN: 07-31-205-007-0000

Address:

Street:

6960 LONGMEADOW LN

Street line 2:

City: HANOVER PARK

State: IL

Lender: Mortgage Research Center, LLC

Borrower: Kelly R Hale, Lori A Ogawa

Loan / Mortgage Amount: \$209,584.00

204 Colling Clert's ads Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 81113452-6D8F-499C-80A3-833C751A82AA

Execution date: 02/25/2015

1506449028 Page: 2 of 18

UNOFFICIAL COPY

A CONTINUE OF CONT When recorded, return to: Mortgage Research Center, LLC dba Veterans Uniter Home Loans DUNIX Clarks Attn: Final Document Department 3212 A Lemone Industrial Boulevard Columbia, MO 65201 800-884-5560

This instrument was prepared by: Daniel McCune, Closer

573-876-2600

LOAN #: 400215100146414

[Space Above This Line For Recording Data] ...

MORTGAGE

CASE #: 25-25-6-0836855

MIN 1003502-7100146414-7

MERS PHONE #: 1-1 88-679-6377

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 February 25, 2015, together with all Riders to this document.

(B) "Borrower" is KELLY R. HALE, AND LORI A OGAWA, HUSBAND AND WIFE.

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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 1 of 12 Ellie Mae, Inc.

Initials: ILEDEDL 1212 ILEDEDL

UNOFFICIAL COPY

| MERS is organized and existing under the laws of Delawar 2026, Flint, MI 48501-1026, tel. (888) 679-MERS. (D) "Lender" is Mongage Research Center, LLC dba V | | | |
|--|---|--|--|
| | | | |
| Lender is a Missouri Limited Limity Company, Missouri. Columbia, MO 65203 | organized and existing under the laws of Lender's address is 1400 Veterans United Drive, | | |
| (E) "Note" means the promissory note signe 1 b/ Borrower | and dated February 25, 2015. The Note | | |
| states that Borrower owes Lender TWO HUND'KED NINE THOUSAND FIVE HUNDRED EIGHTY FOUR AND NO/100*********************************** | | | |
| than April 1, 2045. (F) "Property" means the property that is described below (G) "Loan" means the debt evidenced by the Note, plus into the control of the Security Instrument. | under the heading "Transfer of Rights in the Property." arest, any prepayment charges and late charges due under | | |
| (H) "Riders" means all Riders to this Security Instrument to executed by Borrower [check box as applicable]: Adjustable Rate Rider Condominium Rider | Second Home Rider | | |
| ☐ Balloon Rider ☐ Planned Unit Deve ☐ 1-4 Family Rider ☐ Biweekly Payment ☑ V.A. Rider | Rider Fixed Interest Rate Rider | | |
| (i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial | | | |
| that are imposed on Borrower or the Property by a con | ents" means all dues, fees, a sessments and other charges dominium association, homeown association or similar | | |
| organization. (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction original of 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 computed but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by takenone, wire | | | |
| transfers, and automated clearinghouse transfers. | Lin Section 3. | | |
| third party (other than insurance proceeds paid under the destruction of, the Property; (ii) condemnation or other take of condemnation; or (iv) misrepresentations of, or or onission. | in, settlement, award of damages, or proceeds paid by any ecoverages described in Section 5) for: (i) damage to, or ing of all or any part of the Property; (iii) conveyance in lieu is as to, the value and/or condition of the Property. The ender against the nonpayment of, or default on, the Loan immount due for (i) principal and interest under the Note, plus | | |
| (ii) any amounts under Section 3 of this Security Instrumer (P) "RESPA" means the Real Estate Settlement Procedure and the Regulation, Regulation X (24 C.F.R. Part 1024), as they successor legislation or regulation that governs the same refers to all requirements and restrictions that are imposed that are the regulation of the regulat | dures Act (12 U.S.C. §2601 et seq.) and its implementing might be amended from time to time, or any additional or subject matter. As used in this Security Instrument, "RESPA" in regard to a "federally related mortgage loan" even if the "under RESPA. | | |
| (Q) "Successor in Interest of Borrower" means any part has assumed Borrower's obligations under the Note and/o | y that has taken title to the Property, whether or not that party | | |
| R.L.INOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRI Ellie Mae, Inc. Page | JMENT Form 3014 1/01 Initials: JEDEDL 1212 ILEDEDL 1212 ILEDEDL 02/23/2015 02:38 PM PST | | |

1506449028 Page: 4 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument Secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Bono wer does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns of MERS, the following described property located [Type of Recording Jurisdiction] of Cook in the County

[Name of Recording Jurisdiction]:

2000 A 1000 A 10

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

3004 CC

which currently has the address of 6960 LONGMEADOW LN, Par over Park,

(Street) [City]

Illinois 60133

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions that also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "P" op rty." 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.

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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.

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

Initials: KH LAO ILEDEDL 1212 ILEDEDL 02/23/2015 02:38 PM PST

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 3 of 12 Ellie Mae, Inc.

UNOFFICIAL COPY

LOAN #: 400215100146414

payment or partial rayment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such cayments 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 hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve 3c.r. wer from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

due under this Security Instrument, and then to reduce the principal balance of the Note.

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 car, he paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Per od's 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 Miscellan ecus 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 line or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for env and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payrule by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Cotion 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 ur de this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pry 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 such time period as Lender may leg up. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be 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 fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

Escrow Items or otherwise in accordance with Applicable Law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 4 of 12

Initials: KH HO

UNOFFICIAL COPY

LOAN #: 400215100146414

an agreement is marie in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Finds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required

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

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

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

Borrower shall pay them in the manner provided in Section 3.

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

Lender may require Borrower to pay a one-time charge for a real estate tax ton fication and/or reporting service used

by Lender in connection with this Loan.

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

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

Lender to Borrower requesting payment. All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form

Initials: KAH ILEDEDL 1212 ILEDEDL

1506449028 Page: 7 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414 of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard montgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of logs, Forrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or rapair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender it by disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sale obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Sect on 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other area) the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not the ridue.

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 occurs 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. Burrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Wile her or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deterior ating 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 deininge. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrov er shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender ma / 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.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under

Initials: KHL V-7
ILEDEDL 1212
ILEDEDL 1212
ILEDEDL 1212
ILEDEDL 1212
ILEDEDL 1212

1506449028 Page: 8 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414

this Security Inst.ur, ent, 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 righ's 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 acty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Tection 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be ar interest at the Note rate from the date of disbursement and shall be

payable, with such interest, upon notice from Lander to Borrower requesting payment.

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 her sir conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, Liter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not me ge unless Lender agrees to the merger in writing.

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 obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to forower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non enfindable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrow name interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurarice coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again hospines available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender le 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 or no ation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain loss is it may incur if

Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to

Initials: K

ILEDEDL 1212 ILEDEDL

1506449028 Page: 9 of 18

UNOFFICIAL COP'

LOAN #: 400215100146414

receive certain discinsures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the tim 4 of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and

shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economic: "y feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such fliscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been complexed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. 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 witing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Dorrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible of 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. Such Miscellaneous Proceeds shall be applied in the Jer provided for in Section 2.

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

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

In the event of a partial taking, destruction, or loss in value of the Proper y in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Bornwer and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not

the sums are then due.

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

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

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order

provided for in Section 2.

12. 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 payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 8 of 12

ILEDEDL 1212 ILEDEDL

1506449028 Page: 10 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound, Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-city er's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums of cured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbr ar or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in withing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower chall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agree, to such release in writing. The covenants and agreements of this Security

Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

(c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 9 of 12

Initials: ILEDEDL 1212 ILEDEDL

1506449028 Page: 11 of 18

UNOFFICIAL COP

CONTROL OF THE PROPERTY OF THE

LOAN #: 400215100146414 transferred in a boru for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

CONTRACTOR.

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

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

19. Borrower's Right to Reinstate Attor Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section (2 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's nort to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; () cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security 'estament, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d' ta'tes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender. (a) cash; (b) money order, (c) certified check, pank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrowcz, 'nis Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. No wever, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note of a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Pavinents due under the Note and this Security Instrument and performs other mortgage loan servicing obligations undor the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Se vice unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the angue which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and the reafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws

Initials: 📈 ILEDEDL 1212 ILEDEDL

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 10 of 12

1506449028 Page: 12 of 18

JNOFFICIAL CO

LOAN #; 400215100146414

of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) *Environmental Clear op includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Er / ro mental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not caus or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Haza dous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the volume of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous

substances in consumer products).

Borrower shall promptly give Lender writter, 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 kr. Wedge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threut of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardou's Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental of egulatory 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 Lav. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Bowower 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 is licial 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 defende of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lander 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, 'er sonable attorneys' fees and costs of title evidence.

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

Applicable Law.

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

and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other 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 or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3014 1/01 Ellie Mae, Inc. Page 11 of 12

Initials: KAH (A)

1506449028 Page: 13 of 18

UNOFFICIAL COPY

| BY SIGNING SELOW, Borrower accepts and agr | #LOAN #ces to the terms and covenants contain | : 400215100146414 ned in this Security |
|--|---|---|
| Instrument and in any Fider executed by Borrower and r | ecorded with it. | |
| XMix Halo | • | -35-15 (Seal) |
| KELLY R. HALE | | DATE |
| GA MOGAWA | 2/25 | DATE (Seal) |
| | | |
| | | |
| State of ILLINOIS | | |
| County of COOK | | |
| | | |
| The foregoing instrument was acknowledged be | som so this 75th day of February 2 | 015 (date) |
| The foregoing instrument was acknowledged be by KELLY R, HALE AND LORI A OGAWA (name of pe | erson actanowledged). | |
| by Relative Control of the Control o | 11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1 | |
| | (Signature of Person Taking Ackno | wledgement) |
| - | ANN THE CONSERVATION | - |
| OFFICIAL SEAL MARCIN WASILEWSKI | Woten Pushic | (Title or Rank) |
| Netary Public - State of Illinois My Commission Expires Sep 9, 2018 | (s | Serial Number, if any |
| | | |

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3014 1/01 Elile Mae, Inc. Page 12 of 12

Lender: Mortgage Research Center, LLC dba Veterans United Home Loans NMLS ID: 1907
Loan Originator: Lee A. Sattler
NMLS ID: 834004

construction of the second of

Initials: 45# 1212 ILEDEDL 1212 ILEDEDL 02/23/2015 02:38 PM PST

1506449028 Page: 14 of 18

UNOFFICIAL COPY

Title No FNTGSCO-45141501261-VU

LEGAL DESCRIPTION

大量的表现象的,是有的人的对象的是一个人的,但是不是一个人的,但是不是一个人的,我们就是不是一个人的,我们就是不是一个人的,我们就是一个人的,我们就是一个人的

EXHIBIT "A"

DODO MA THE LAND REFERRED TO HEREIN LELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

LOT 7 IN BLOCK 17 IN HANOVER H.GHLANDS UNIT NO. 2, VILLAGE OF HANOVER PARK, COOK COUNTY, ILLINOIS, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 31 AND THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 26, 1964 AS DOCUMENT NO. 213740% AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MARCH 26, 1964, AS DOCUMENT NUMBER 23141(07).

Parcel ID: 07-31-205-007-0000

A STATE OF THE STA

Commonly known as 6960 Longmeacow Lane, Hanover Park, IL 60133 However, by showing this address no adminional coverage is provided

1506449028 Page: 15 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414 CASE #: 28-28-6-0836855 MIN: 1003502-9100146414-7

1000 PO VA GUARANTEED LCAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITH-OUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 25th day of February, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Mortgage Research Center, LLC dba Veterans United Home Loans, a Missouri Limited Liability Company

(herein "Lender")

and covering the Property described in the Security Instrument and located at 6960 LONGMEADOW LN Hanover Park, IL 60133

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and arree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER Page 1 of 3 Ellie Mae, Inc.

438

Initials: 1 P8751ARL 1011 P8751ARL 02/23/2015 02:38 PM PST

1506449028 Page: 16 of 18

UNOFFICIAL COPY

TO POPE LOAN #: 400215100146414 amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after me due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this lorin would normally become eligible for such guaranty committed upon by the Department of Vererans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Morfuagee may declare the indebt-edness hereby secured at once due and payable and may for close immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any ransferee, unless the acceptability of the assumption of the loan is established pursuan to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER Page 2 of 3 Effie Mae, Inc.

The Committee Committee of the Committee

Initials: 18# P8751ARL 1011 P8751ARL

1506449028 Page: 17 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414

agent for determining the credit orthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the elect of any claim payment arising from the guaranty or insurance of the indebtedness content by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

00000

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER Page 3 of 3 Ellie Mae, Inc.

1506449028 Page: 18 of 18

UNOFFICIAL COPY

LOAN #: 400215100146414

FIXED INTEREST RATE RIDER

THIS Fixed Interest Rate Richer is made this 25th day of February, 2015 and is incorporated into and shall be deemed to arrier id and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Mortgage Research Center, LLC dba Veterans United Home Loans, a Missouri L'inited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 6960 LONGMEADOW LN Hanover Park, IL 60133

Fixed Interest Rate Rider COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that DEFINITION (E) of the Security Instrument is deleted and replaced by the following:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covena its contained in this Fixed Interest Rate Rider.

DATE (Seal)

...

DATE

IL - Conv Fixed Interest Rate Rider Ellie Mae, Inc.

Initials: ILIRRCONRLU 1012 ILIRRCONRLU 02/23/2015 02:38 PM PST