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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



1515515042 Fee: \$60.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/04/2015 01:19 PM Pg: 1 of 12

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 07-08-101-019-1191

Address:

Street:

1751 Sessions Walk

Street line 2:

City: Hoffman Estates

ZIP Code: 60169

Lender: Illinois Housing Development Authority

Borrower: Oscar Castro, single man

Loan / Mortgage Amount: \$5,000.00

Let Collumn Clerk? This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the loan is a HELOC which is not simultaneous with a new first mortgage.

Certificate number: 534A1CBF-BE5A-43F4-A6D1-1904F916A072

Execution date: 05/29/2015

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This document was prepared by:

DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE 701 EAST 22ND STREET, SUITE 125 LOMBARD, IL 60148 (877) 353-8472

When recorded, please return to:

Draper & Kramer Mortgage Corp. dba, 1st Advantage Mortgage 701 E. 22nd Suect, #125 Lombard, IL 60148

(Space Above This Line For Recording Data)

SECOND MORTGAGE

CASTRO 2ND Loan #: 2879855 PIN: 07-08-101-019-1191

THIS SECOND MORTGAGE ("Security Instrument") is given on MAY 29, 2015. The mortgagor(s) is(are) OSCAR CASTRO, SINGLE MAN (Borrower(s)). This Security Instrument is given to ILLINOIS HOUSING DEVELOPMENT AUTHORITY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose radress is 401 N. Michigan Ave., Suite 700, Chicago, IL 60611 ("Lender"). Borrower owes the lender the principal sum of FIVE THOUSAND AND 00/100 Dollars (U.S. \$5,000.00). This debt is evidenced by Porrower's note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

(Legal description)

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

which has the address of 1751 SESSIONS WALK, HOFFMAN ESTATES, IL 60169 ("Property Address");

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

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Exhibit A

UNIT NO. 1751 SESSIONS AND THE RIGHT EXCLUSIVE USE AND POSSESSION AS LIMITED COMMON ELEMENT OF CARPORT PARKING SPACE NONE IN HILLDALE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING: THAT PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF RELOCATED HIGGINS ROAD, AS DEDICATED ACCORDING TO DOCUMENT NUMBER 12647606, 371.64 FEET (AS MEASURED ALONG THE NORTHEASTERLY LINE OF HIGGINS ROAD AFORESAID) NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTHEASTERLY LINE OF RELOCATED HIGGINS ROAD, AFORESAID, AND THE CENTER LINE OF THAT EASEMENT KNOWN AS HUNTINGTON BOULEVARD AS DESCRIBED IN THE DECLARATION AND GRANT OF EASEMENT RECORDED MAY 8, 1970 AS DOCUMENT NO. 21154392; THENCE NORTH AND WEST ALONG THE CENTER LINE OF SAID EASEMENT BEING A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 300.00 FEET, A DISTANCE OF 219.927 FEET ARC MEASURE, TO A POINT OF TANGENT; THENCE NORTH 51 DEGREES 36 MINUTES 05, SECOND WEST, 100,30 LEFT TO A POINT OF CURVE; THENCE NORTH AND WEST ALONG A CURVE LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 300.00 FEET, A DISTANCE OF 297.208 FEET ARC MEASURE, TO A POINT OF TANGENT; THENCE CONT IN JING ALONG THE CENTER LINE OF SAID EASEMENT NORTH 05 DEGREES 09 MINUTES 40 SECONDS EAST, 542.183 FEET, TV ENCE LEAVING THE CENTER LINE OF SAID EASEMENT FOR HUNTINGTON BOULEVARD, NORTH 84 DEGLE/LS 50 MINUTES 20 SECONDS WEST, 786.90 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 40 SECONDS WEST, 275.00 FEET; THENCE NORTH 84 DEGREES 50 MINUTES 20 SECONDS WEST, 195.33 FEET TO A POINT ON A LINE DESCRIBED AS AMENING FROM A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 8, V. HICH IS 306.65 FEET WEST OF THE SOUTHEAST CORNER THEREOF AND RUNNING NORTHERLY 1564.77 FEET TO A 7012 T WHICH IS 444.55 FEET WEST, AS MEASURED AT RIGHT ANGLES OF THE EAST LINE OF WEST 1/4 OF THE NORT PAPER 1/4 OF SECTION 8, AFORESAID THENCE SOUTH ALONG THE LAST DESCRIBED LINE OF SAID LINE EXTENDED SOUT A 581.775 FEET TO A POINT ON THE NORTHEASTERLY LINE OF RELOCATED HIGGINS ROAD, AS AFORESAID, THEN CF. SOUTH 74 DEGREES 41 MINUTES 56 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID ROAD, 1295.00 FEET TO THE POINT OF COMMENCEMENT (EXCEPT THAT PART FALLING IN HUNTINGTON BOULEVARY AS DESCRIBED IN THE DECLARATION AND GRANT OF AS 21154.

CRAYS

OFFICE EASEMENT RECORDED MAY 8, 1970 AS DOCUMENT NUMBER 21154392) ALL IN COOK COUNTY, ILLINOIS.

Pin: 07-08-101-019-1191

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additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

Th's 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 ODVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note and any sums advanced under ρ_a agraph 7.
- 2. Intentionally Deleted.
- 3. Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraphs 1 shall be applied first to any amounts advanced under paragraph 7, then to any late charges due under the note and then co-principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, on Borrovers behalf, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. 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; (b) contests in good faith the lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien in agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with n the term "extended coverage" and any other hazards, including floods or flooding, for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to

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restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 day a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 -day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any incur nee policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to

the acquisition

- 6. Occupancy; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal residence within cixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for the term of this Security Instrument. Borrower shall keep the Property in good epair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civ I criminal, is begun that in Lender's good faith judgment could result in forfeiture or the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residenc. It this Security Instrument is in on a leasehold, Borrower shall comply with all the provisions of the lease if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless the Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Lender's rights in the Property (such as a proceeding in bankruptcy probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actionary include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

- 8. Intentionally Deleted.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an Inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of

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condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partic (taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender one wise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is bandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or 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 an apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether

- 11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Severa! Lability. The covenants and agreements of this Security Instrument shall bind an benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several.
- 13. Intentionally Deleted.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated berein or any other address Lender designates by notice to Borrower. Any notice provided for in this "Security Instrument" shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal Lw and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest In Borrower/Refinance of First Mortgage Loan. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal/Naw as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's orightion to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration. Page paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Interest) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also rapy be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, c'aim, 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 the Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as tox c or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other I an mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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under paragraph 17 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 note 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 forcelose this Security Instrument by judicial proceeding. Lender shall be entitle to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation charges.
- 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and slall count and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box)

☑ Other(s) [specif/] CONDO

25. Required HUD Provision. The restrictions contained in this Security Instrument shall automatically terminate if title to the mortgaged property is ran ferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the United States Department of Housing and Urban Development.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Clart's Office

Witness

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(Space Below This	s Line For Acknowledgment)
STATE OF ILLINOIS,)) SS
COUNTY OF COOK)
person(s) whose name(s) are/is subscribed to t	, a Notary Public in and for the said county o, SINGLE MAN personally known to me to be the same the foregoing instrument, appeared before me this day in delivered the said instrument as their free and voluntary act,
	L'a come des aforair a contra
Given vader my hand and official seal, t	nis 29TH day of MAY, 1915.
My Commission expires: 16-22-1	
(Seal)	N/ P. I. II. (is an all all all all all all all all all
Ox	Notary Public (signature)
OFFICIAL SEAL SAMANTHA ERVIN NOTARY PUBLIC - STATE OF ILLING N MY COMMISSION EXPIRES: 10/22/18	
MORTGAGE LOAN ORIGINATOR LETICIA	AVINA

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 031.000302

MORTGAGE LOAN ORIGINATION COMPANY DRAPER AND ARAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGIST NY IDENTIFICATION NUMBER 2551

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Loan #: 2879855

CONDOMINIUM RIDER

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This 29! THIS CONDOMINIUM RIDE is made this 29TH day of MAY, 2015, and is incorporated into and shall be deemed to amond and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to DRAPEP AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 1751 SESSIONS WALK, HOFFMAN ESTATES, IL 60169 [Property Address]. The Property includes a unit in, together with an undivided interest in the common elements of, a condomir ium project known as: HILLDALE CONDOMINIUM ASSOCIATION [Name of Condominium Project] (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent

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

2482.7

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Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and haza a included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lenger. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument at provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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Amended

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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.

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

BORROWER - OSTAR CASTRO - DATE -

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

2482.7

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Amended