Illinois Anti-Predatory **Lending Database** Program

Karen A. Yarbrough

Doc#. 1532008057 Fee: \$98.00

Cook County Recorder of Deeds Date: 11/16/2015 09:36 AM Pg: 1 of 26

Certificate of Compliance

1513710IL/CR

Ravenswood Title Company LLC 319 W. Ontario Street Suite 2N-A Chicago, IL 69654

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 25-06-425-010-0000

Address:

Street:

9429 S VANDERPOEL AVE

Street line 2:

City: CHICAGO

Lender: Guaranteed Rate, Inc.

Borrower: Gwendolyn Watkins

Loan / Mortgage Amount: \$197,125.00

of Colluin Clerks 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 one or more additional properties, and if applicable, a simultaneously dated HELOC.

Certificate number: ABCA8ADA-5E31-4315-96E7-DE46F2931425

Execution date: 10/23/2015

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This Instrument Prepared By: GUARANTEED RATE -AIMEE KOERNER

After Recording Return To: GUARANTEED RATE, INC. 3940 N RAVENSWOOD CHICAGO, ILLINOIS 60613 Loan Number: 151302770

Loan Number. 151302770

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

#### **MORTGAGE**

MIN: 100196399008151555

#### . . .

MERS Phone: 888-679-6377

#### **DEFINITIONS**

Words used in multiple sections of this document a e 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 diaed OCTOBER 23, 2015, together with all Riders to this document.
- (B) "Borrower" is GWENDOLYN WATKINS, A SINGLE WOMAN

Borrower is the mortgagor under this Security Instrument.

- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a sept rate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the n.ort agee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is GUARANTEED RATE, INC.

Lender is a DELAWARE CORPORATION and existing under the laws of DELAWARE Lender's address is 3940 N RAVENSWOOD

3940 N RAVENSWOOD, CHICAGO, ILLINOIS 60613

- (E) "Note" means the promissory note signed by Borrower and dated OCTOBER 23, 2015.

  The Note states that Borrower owes Lender ONE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE AND 00/100 Dollars (U.S. \$ 197,125.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2045
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

organized

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the Note, and all sums due under this Se	ecurity Instrument that are executed by Borrower. The following Riders are
☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ Condominium Rider	☐ Planned Unit Development Rider ☐ Biweekly Payment Rider ☐ Second Home Rider ☐ Other(s) [specify] ☐ Construction Rider, Investor Rider To Security Instrument, Rehabilitation Loan Rider, Fixed Interest Rate Rider
administrative rules and orders (that have opinions.	elling applicable federal, state and local statutes, regulations, ordinances and e the effect of law) as well as all applicable final, non-appealable judicial
that are imposed on Borrower or (n) Proganization.  (K) "Electronic Funds Transfer" mer or similar paper instrument, which is immagnetic tape so as to order, instruct, or includes, but is not limited to, point-of-telephone, wire transfers, and automated (L) "Escrow Items" means those items (M) "Miscellaneous Proceeds" means a third party (other than insurance proceed destruction of, the Property; (ii) condem lieu of condemnation; or (iv) misreprese	
(O) "Periodic Payment" means the regplus (ii) any amounts under Section 3 of (P) "RESPA" means the Real Estate S regulation, Regulation X (12 C.F.R. Par successor legislation or regulation that "RESPA" refers to all requirements and reven if the Loan does not qualify as a "fo (Q) "Successor in Interest of Borrower and the control of t	ularly scheduled amount due for (i) principal and interest under the Note,
TRANSFER OF RIGHTS IN THE	PROPERTY
of the Note; and (ii) the performance of Bor For this purpose. Borrower does hereby mo	: (i) the repayment of the Loan, and all renewals, extensions and modifications rower's covenants and agreements under this Security Instrument and the Note, ortgage, grant and convey to MERS (solely as nominee for Lender and Lender's are and assigns of MERS the following described property located in the of Cook:  [Name of Recording Jurisdiction]

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 25-06-425-010-0000

which currently has the address of

9429 S VANDERPOEL AVE

[Street]

CHICAGO [City] , Illinois 60643 ("Property Address"): [Zip Code]

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

BORROWER COVENANTS that Borrower is a wfully 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 covenant. 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 ag.e. a. follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, 200 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 deposit, are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its 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

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applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the No.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full. 2 sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground cents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promp by furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender m'.y 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 require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrib 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 Le der 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 app.v. le 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 an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

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

If there is a surplus of Funds held in 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, Lender shall notify Borrower as required by 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 payments.

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 taxes, 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, Sorrower shall pay them in the manner provided in Section 3.

Borrower shall p. apptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the property 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 out only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Londer 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 Security 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 verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Let der 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 shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a che-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be reconsible for the payment of any fees 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 'ype 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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically 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 may 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 Borrow er shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the fam's 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 Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or his Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit was on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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.

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

Any amounts dis' are ed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leacehold and the fee title shall not merge 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 Borrower 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 Lende: 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-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve or yments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insure, selected by Lender again becomes 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 Loor, and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Barrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable los, reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Barower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

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

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 partial aring, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (1) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (1) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the rain 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 Borrower and Londer 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate

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

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

- 12. 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 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 valver of or preclude the exercise of any right or remedy.
- 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-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, for bear 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 15 any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrow er shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to uch 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 Borrower 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 fee 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 Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower' acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

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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 use a 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 vord "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 transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Porrower at a future date to a purchaser.

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

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

- 19. Borrower's Right to Reinstate After Acceleration. In Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disconfinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to relastate or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lendon all sums 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, 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) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights Locier 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, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will

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state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges 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 taker, '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 20.

21. Hazardous Cubstances. 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 fian mable 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 of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the 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 value 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 written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing here in 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 Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

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

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under 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 of verage 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 1 ender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. It 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 cotain on its own.

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

Goerdolp Watkins (Seal) (Seal)	لالمم
Gwendolyn Matkins -Borrower -Borro	eal) wer
(Seal) -Borrower -Borrow	eal) wer
(Seal) (Searower - Borrow	eal) wer
County	
Clark's Office	
Witness: Witness:	

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[Space Below This Line For	Acknowledgment]
State of ILLINOIS	
County of Cook	
The foregoing instrument was acknowledged before me	this OCTOBER 23, 2015
by Gwendolyn Watkins	
0	
O/X,	^ /
OFFICIAL SEAL VICKY W. FRANOS NOTARY PUBLIC, STATE OF ILLIN. VIS	Signature of Person Taking Acknowledgment
MY COMMISSION EXPIRES 11/19/2018	WARY
C	Title
(Seal)	Serial Number, if any
	C
	C/O/A/S
	O <sub>E</sub> .

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# CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (INCLUDING SECURITY AGREEMENT)

(To Be Recorded With The Security Instrument)

LENDER: GUARANTEED RATE, INC.

BORROWER: Gwendolyn Watkins

PROPERTY: 9429 S VANDERPOEL AVE, CHICAGO, ILLINOIS 60643

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (the "Rider") shall be deemed to amend and supplement the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, and any and all riders or am no ments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Borrower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

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

- 1. Construction Loan Agreement. Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower Jaied the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the expyment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Pate, and all renewals, extensions, and modifications of the Note. (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lenuer to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, become immediately due and payable in full.
- 2. Future Advances. During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum To Note. Provided there has been no default as defined in the Note, the Loan

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Agreement, or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after the date of this Rider.

- 3. Assignment of Rights or Claims. From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lende, assignments of any and all rights or claims which relate to the construction on the Property.
- 4. Breack by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreement subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (o) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies a any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
- Permanent Mortgage Date. On the lay the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Jermanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
- Security Agreement and Financing Statement. Pre property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) 2.1 and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Fre, city or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household good, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and shall be a security agreement granting Lender a first and prior courity interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in

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addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deen nice sary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

7. Invalid Provisions. If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdic ion, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security instrument.

#### Addresses.

The name and address of the Borrower is: Gwendolyn Watkins 9429 S. Vanderpoel Ave, Chicago, Illinois The name and address of the Lender/Secured Party is: GUARANTEED RATE, INC. 3940 N RAVENSWOOD, CHICAGO, ILLINOIS 60613

9. Relation to Loan Agreement. This Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time this Security Instrument is coorded. If Borrower fails to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately. The terms and conditions of this Rider shall survive the termination of the Loan Agreement and the repayment of the Loan.

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10. Paragraph 6 of the Security Instrument. The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the end of the Construction Phase and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

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

Dated this 2317 day of OCTOBER, 2015

	(Seal)		(Seal)
Gwendolyn Watkins	-Porrower		-Borrower
	04		
	(Seal)	O <sub>L</sub> ,	(Seal)
	-Borrower	<sup>4</sup> D <sub>x</sub>	-Borrower
	(Seal) -Borrower	Conti	-Borrower

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MIN: 100196399008151555 Loan Number: 151302770

#### INVESTOR RIDER TO SECURITY INSTRUMENT

(To Be Recorded With The Security Instrument)

THIS IS A MODEL DOCUMENT FOR USE IN CONSTRUCTION LOAN TRANSACTIONS. THIS FORM IS PROVIDED AS AN EXAMPLE AND IS NOT VALID AND ENFORCEABLE IN ALL JURISDICTIONS. NOTE HOLDERS SHOULD CONSULT WITH LEGAL COUNSEL TO ENSURE THAT ALL FORMS USED TO ORIGINATE CONSTRUCTION TO JERMANENT MORTGAGES ARE APPROPRIATE, AND THAT ALL LEGAL INSTRUMENTS ARE COMPLETED CORRECTLY AND IN COMPLIANCE WITH APPLICABLE LAW.

NOTE HOLDER: GUARANTEED RATE, INC., A DELAWARE CORPORATION

BORROWER: Gwendolvn Watkins

PROPERTY: 9429 S VANLERFOEL AVE, CHICAGO, ILLINOIS 60643

THIS INVESTOR RIDER TO SECURITY INSTRUMENT is made this 23rd day of OCTOBER, 2015 and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's no e (the "Note") to GUARANTEED RATE, INC., A DELAWARE CORPORATION (the "Note Holder") of the same date and covering the Property described in the Security Instrument and located at:

9429 S VANDERPOEL AVE, CHICAGO, ILLINOIS 60643
[Property Address]

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

### A. RENTS; ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; OTHER REMEDIES.

#### 1. Definitions.

a. As used in this paragraph A, the term "Rents" means all of the rents, revenues, income, proceeds, profits and other benefits, whether now due, past due or to become due, paid or payable for using, leasing, licensing, possessing, residing in, or otherwise using the Property. The term "Rents" includes, without limitation, all rentals from tenants occupying the Property or any portion of the Property, all prepaid rent,

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all fees for parking, storage or other use of the Property, income from rental of personal property paid by such tenants to Borrower, and all security, pet or other deposits.

b. As used in this paragraph B, the term "Event of Default" means a default by Borrower under the terms of the Security Instrument.

#### 2. Assignment of Rents; Appointment of Receiver; Other Remedies.

- Borrower absolutely and unconditionally sells, assigns and transfers to Note Holder all of Borrower's rights, title and interest in and to Rents, Borrower authorizes Note Holder to collect, sue for and compromise Rents and directs each tenant of the Property to pay all Rents to, or as directed by, Note Holder. Borrows shall collect and receive all Rents on behalf of Note Holder, and shall pay to Note Holder all Rents collected for application to the amounts then due and payable under the Note and the Security Instrument and the current costs and expenses of owning, managing, operating and maintaining the Property, with the balance, so leag as there exists no Event of Default, to be paid to the account of Borrower. Borrower hereby acknowledges Not. Holder's unqualified right at any time to appoint any other person, including Note Holder, to collect Revision behalf of Note Holder, BORROWER AND NOTE HOLDER INTEND THIS ASSIGNMENT OF LEVIS TO BE IMMEDIATELY EFFECTIVE AND TO CONSTITUTE AN ABSOLUTE PRESENT AND UNCONDITIONAL ASSIGNMENT AND NOT AN ASSIGNMENT FOR ADDITIONAL SECURITY ONLY. THE PROVISIONS OF THIS PARAGRAPH A.2.a. SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT TERM OR PROVISION OF THE SECURITY INSTRUMENT. IT SHALL NEVER BE NECESSARY FOR NOTE HOLDER TO INSTITUTE LEGAL PROCEEDINGS OF ANY KIND OR TO TAKE ANY FURTHER ACTION WHATSOEVER TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH A.2.a. From and after the occurrence of any Event of Default, and without the necessity of Note Holder entering upon and taking and maintaining control of the Property directly, or by a court-appointed receiver, Note Holder shall without notice be entitled to all Rents as they become due and payable, including without limitation Rents then due and unpaid, and all Rents shall immediately upon the occurrence of the Event of Default be held by Borrower as trustee for the benefit of Note Holder only. Borrower shall ply to Note Holder upon demand all Rents to which Note Holder is entitled under the preceding sentence. At any time on or after the date of such demand, Note Holder may give, and Borrower hereby irrevocably authorizes Note Holder to give, notice to any or all tenants of the Property instructing them to pay all Rents to Note I older. Immediately upon such event, Borrower shall deliver to Note Holder all documents, records and accounts colating to the Rents. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Note molder in response to such a notice. Any such notice by Note Holder shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall coperate with Note Holder's collection of such Rents.
- b. Borrower represents and covenants to Note Holder that Borrower has not executed any prior assignment of Rents, and that Borrower has not performed, and Borrower covenants and agrees that Borrower will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Note Holder from exercising its rights under this paragraph A. Promptly upon request by Note Holder, Borrower agrees to execute and deliver such further assignments of Rents as Note Holder may from time to time require.
- c. If an Event of Default has occurred and is continuing, Note Holder may, regardless of the adequacy of Note Holder's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance of the Property, including without limitation, the execution, cancellation or

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modification of leases relating to the Property or any portion of the Property, the collection of all Rents, the making of repairs to the Property and the execution or termination of contracts providing for the management, operation or maintenance of the Property, for the purpose of protecting the Property or the security of the Security Instrument, or for such other purposes as Note Holder in its discretion may deem appropriate. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Note Holder's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Note Holder may apply to any court having jurisdiction for the appointment of a receiver for the Property to take any or all of the actions set forth in the preceding sentence. If Note Holder elects to seek the appointment of a receiver for the Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Rider, expressly consents to the appointment of such receiver, including without limitation the appointment of a receiver exparte if permitted by applicable law. Note Holder or the receiver, as the case may be, shall be entitled to receive a reasonable fee for make give the Property. Immediately upon appointment of a receiver or immediately upon Note Holder's entering upon and taking possession and control of the Property, Borrower shall surrender possession of the Property to Note Holder or the receiver, as the case may be, and shall deliver to Note Holder or the receive. As the case may be, all documents, records (including records on electronic or magnetic media) accounts, surveys, plans, and specifications relating to the Property. In the event Note Holder takes possession and centrol of the Property, Note Holder may exclude Borrower and its representatives from the Property. Porrower acknowledges and agrees that the exercise by Note Holder of any of the rights conferred under this paragraph A. shall not be construed to make Note Holder a mortgagee-in-possession of the Proper y.

- d. In no event will this assignment of Rents reduce Borrower's debt to Note Holder except to the extent, if any, that funds are actually received by Note Holder pursuant to this assignment of Rents and applied to the sums secured by the Security Instrument in accordance with this paragraph A. The Rents shall be applied to the extent available in the following order of priority. First, to the costs and expenses, if any, of taking control and managing the Property and collecting the Rents, including without limitation, attorneys' fees and fees of other professionals (including without limitation, appraisers, accountants, and environmental assessment experts), Trustee's fees, if any, to the extent permitted by applicable law, receiver's fees, court expenses, premiums on receiver's bonds, costs of repair to the froperty, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of fischarging any obligation or liability of Borrower as lessor or landlord of the Property. Second, to the sums secured by the Security Instrument, whether or not then due. Third, to Borrower. The Rents assigned under this paragraph A. shall be spread or deemed earned over the term of the loan evidenced by the Note. Borrower shall give Note Holder access to all books and records used in the operation and maintenance of the Property, bu Note Holder shall be liable to account only for those Rents actually received. Note Holder shall not be liable to Corrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of any act or omission of Note Holder, and Borrower hereby releases and discharges Note Holder from any such liability to the fullest extent permitted by law.
- e. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Note Holder for such purposes shall become indebtedness of Borrower to Note Holder secured by the Security Instrument, as specified in the Security Instrument.
- f. Any entering upon and taking control of the Property by Note Holder or the receiver, as the case may be, and any application of Rents as provided in this Rider shall not cure or waive any Event of Default or invalidate any other right or remedy of Note Holder under applicable law or provided for in the Security Instrument. This assignment of Rents shall terminate at such time as all sums secured by the Security Instrument are paid in full.

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**B. CROSS-DEFAULT.** Borrower's default or breach under any note or agreement including but not limited to the Construction Loan Agreement relating to the Property, in which Note Holder has an interest, shall be a breach under the Security Instrument and Note Holder may invoke any of the remedies permitted by the Security Instrument.

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

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#### Fannie Mae.

#### HomeStyle® Rehabilitation Loan Rider

Loan Number: 151302770	Date: OCTOBER 23, 2015
Borrower's Name(s): Gwendolyn Watkins	
THIS HOMESTYLE REHABILITATION LOAN RIDER 2015 and is incorporal Mortgage, Peed of Trust or Security Deed (the "Security In "Borrower") to secure Borrower's Note (the "Note") to G	ted into and shall be deemed to amend and supplement the istrument") of the same date given by the undersigned (the UARANTEED RATE, INC.
of the same date and covering the Property described in the	(the "Lender") Security Instrument and located at:
9429 S VANDERPOEL AVE, (Property	CHICAGO, ILLINOIS 60643 Address]
ADDITIONAL COVENANT. In addition to the covenants and Lender further covenant and agree as follows:	and agreements made in the Security Instrument, Borrower
CROSS-DEFAULT. Borrower's detailt or breach under HomeStyle Rehabilitation Loan Agreemen relating to rehabilitation be a breach under the Security Instrument and Lender Instrument.	pilitation of the Property, in which Lender has an interest
a part of this Security Instrument.	and Lender, which is incorporated by reference and made
<b>COMPLETION OF WORK.</b> If the Work is not properl discontinued at any time except for strikes or lockouts, the steps to protect the Work and Property from harm, contin complete the Work. All sums expended for such protection to the Principal and secured by the Security Instrument and the Note.	Lender is visited with full authority to take the necessary nue existing contracts or enter into necessary contracts to a exclusive of the advances of the Principal shall be added
BY SIGNING BELOW, Borrower accepts and agrees to Rehabilitation Loan Rider.	the terms and provisions contained in this HomeStyle
Hwestolyn Warter (Seal) Gwendolyn Watkins -Borrower	(Seal)
-Borrower	-Borrower
(Seal) -Borrower	(Seal) -Borrower
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Loan Number: 151302770

#### FIXED INTEREST RATE RIDER

Date: OCTOBER 23, 2015

Lender: GUARANTEED RATE, INC.

Borrower(s): Gwendolyn Watkins

This FIXED INTEREST RATE RIDER is made this 23rd day of OCTOBER, 2015 and is incorporated into and shall be deemed to amend and supplement the Security Instrument. Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of the Borrower's fixed rate promissory note (the "Note") in favor of GUARANTEED PATE, INC. (the "Lender"). The Security Instrument encumbers the property more specifically described in the Security

Instrument and located at

9429 S VANDEPPOEL AVE, CHICAGO, ILLINOIS 60643 [Property Address]

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

A. Definition (  $\,$  E  $\,$  ) "Note" of the Security Instrument is hereby deleted and the following provision is substituted in its place in the Security Instrument:

(E) "Note" means the promissory note signed by the Borrower and dated OCTOBER 23, 2015. The Note states that Borrower owes Lender ONE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE AND 00/100 Deliars (U.S. \$ 197, 125.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2045 at the rate of 4.375 %.

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

(Seal Borrowe	Hweldolf Nathers (Seal) Gwendolyn Watkins -Borrower
(Seal -Borrower	-Borrower
(Seal' -Borrower	(Seal) -Borrower

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#### **EXHIBIT A**

LOT 4 IN LIBRARY HOME SUBDIVISION OF THE NORTH 1/2 OF LOT 12 (EXCEPT THE SOUTH 40 FEET THEREOF) AND ALL OF LOTS 13 AND 14 IN LONGWOOD IN THE. SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1925 AS DOCUMENT 8969177, IN COOK COUNTY, ILLINOIS.

PIN: 25-06-425-010-0000

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