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### Illinois Anti-Predatory Lending Database Program

Certificate of Compliance



Doc#: 1602556150 Fee: \$88.00 HHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/25/2016 12:16 PM Pg: 1 of 26

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 04-18-200-010-1078

Address:

Street:

3851 MISSION HILLS RD

Street line 2: 206

City: NORTHBROOK

Lender. Great Lakes Home Mortgage, Inc

Borrower: Shirley Zemel Revocable Trust

Loan / Mortgage Amount: \$105,000.00

State: IL Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to second a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 7DE3617C-B2CD-4908-92E8-F032C5CA4BF8

Execution date: 1/8/2016

1602556150 Page: 2 of 26

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This Instrument Prepared By:			
After Recording Return To: GREAT LAKES HOME MIRITAGE, INC. 1860 W WINTESTER RD, SUITE 102C LIBERTYVILLE, TILINOIS 60048 LOSIN Number: 1003150077			
	[Spa	ice Above This Line For Record	ling Data]
	MORTGAG	E	
DEFINITIONS			
Words used in n. 1 iple sections of this d 13, 18, 20 and 21. Cert in rules regardin			
(A) "Security Instructuat" means this owith all Riders to this document. (B) "Borrower" is SHIN' L' ZE REVOCABLE TRUST DATED "	MEL, AS TRUSTE	E OF THE SHIRLEY	
Borrower is the mortgagor under this Sec (C) "Lender" is GREAT LAKES E		INC.	
(c) Land S GREAT DAMES I.	ONE POTTAGE,	1110	
Lender is a AN ILLINOIS COR and existing under the laws of ILLII Lender's address is 1860 W WING ILLINOIS 60048	NOIS	TF 102C, LIBERTY	organized YVILLE,
Lender is the mortgagee under this Secur (D) "Note" means the promissory note. The Note states that Borrower owes Lend	signed by Borrower and	dated JANUAT: 4, D FIVE TH( USAID 1 Dollars (U.S. 2 105,	AND 00/100
plus interest. Borrower has promised to p than FEBRUARY 1, 2046 (E) "Property" means the property that (F) "Loan" means the debt evidenced by the Note, and all sums due under this Se	is described below under y the Note, plus interest, a	the heading "Transfer of Ri any prepayment charges and	ign ; m the Property."
III INOIS-Single Family-Fannie Mae/Freddie	Mac UNIFORM INSTRUMEN	IT	Doc Magic PSource

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 1 of 14

DocMagic (CF07708)

1602556150 Page: 3 of 26

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(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower to be executed by Borrower [check box as applicable]:	The following Riders are
Adjustable Rate Rider Balloon Rider Biweekly Payment Rider Second Home Rider Condominium Rider  Condominium Rider  Planned Unit Development Rider Biweekly Payment Rider  Second Home Rider Cother(s) [specify] Revocable Trust Rider	
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, readministrative rules and orders (that have the effect of law) as well as all applicable fina opinions.  (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments are imposed on Borrower or the Property by a condominium association, homeown	l, non-appealable judicial
organi rion.  (J) "Lectronic Funds Transfer" means any transfer of funds, other than a transaction of or similar pair instrument, which is initiated through an electronic terminal, telephonic magnetic be .o as to order, instruct, or authorize a financial institution to debit or cred includes, but iol limited to, point-of-sale transfers, automated teller machine transactitelephone, wire unaster, and automated clearinghouse transfers.	instrument, computer, or lit an account. Such term
(K) "Escrow Items" m' ans those items that are described in Section 3.  (L) "Miscellaneous P sceeds" means any compensation, settlement, award of damages third party (other than insurance proceeds paid under the coverages described in Section destruction of, the Property; (ii) condemnation or other taking of all or any part of the Prolice of condemnation; or (iv) misrepressions of, or omissions as to, the value and/or (M) "Mortgage Insurance" means it surant a protecting Lender against the nonpayment of (N) "Periodic Payment" means the resultant scheduled amount due for (i) principal and the contract of the second section 2 of this Second Amount due for (i) principal and the contract of the second section 2 of this Second Amount due for (i) principal and the contract of the second section 2 of this section 2 of this section 2 of this second section 2 of this s	5) for: (i) damage to, or operty; (iii) conveyance in condition of the Property. of, or default on, the Loan.
plus (ii) any amounts under Section 3 of this Security Instrument.  (O) "RESPA" means the Real Estate Settlen enthrough a defender of Act (12 U.S.C. §2601 et some regulation, Regulation X (12 C.F.R. Part 1024), and have might be amended from time to successor legislation or regulation that governs the same achiect matter. As used in "RESPA" refers to all requirements and restrictions that the imposed in regard to a "federal even if the Loan does not qualify as a "federally related not, governments and restrictions that the imposed in regard to a "federal even if the Loan does not qualify as a "federally related not, governments and restrictions that the imposed in regard to a "federal even if the Loan does not qualify as a "federally related not, governments".	time, or any additional or this Security Instrument, ally related mortgage Ioan"
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property has assumed Borrower's obligations under the Note and/or his becurity Instrument	·
TRANSFER OF RIGHTS IN THE PROPERTY	
This Security Instrument secures to Lender: (i) the repayment of the Loan, ar 'an' modifications of the Note; and (ii) the performance of Borrower's covenants an lagree. Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and consuccessors and assigns the following described property located in the COUNTY of COO	ments under this Security vev to Lender and Lender's OK. :
[Type of Recording Jurisdiction] [Name of Recording	: Jurise of M
ILLINOIS-Single Family-Fannie Mee/Freddle Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 2 of 14	DocMagic Eleminas

1602556150 Page: 4 of 26

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 04-18-200-010-1078

which currently has the address of 3851 MISSION HILLS RD #206

[Street]

NORTHBROOK

. Illinois

60062 ( [Zip Code]

("Property Address"):

[City]

'OGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtonances, 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."

BOP OVER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, from and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower was ants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

#### UNIFORM COVENANTS. Sorro ver and Lender covenant and agree as follows:

1. Payment of Principal, Interest Exerow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall a so pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall a 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 for under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender. (a) cont. (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check s dr. wn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Fond Transfer.

Payments are deemed received by Lender when received at the 10 an in designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial 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 Provide Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may any loud unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so which the such funds or return them to Borrower. If not applied earlier the funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No effect or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making ayments due under the Note and this Security Instrument or performing the covenants and agreements secured by this security Instrument

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 3 of 14

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1602556150 Page: 5 of 26

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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 Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and ses; ments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Len ler in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These iter.; are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Communit, Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be a. Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. So rower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Furda for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Item: at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, who is no where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lends, and, if I ender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may requi e. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a coverant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then or shigated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escro / Items of any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Let der al Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an an our (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the max'mur\_amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current late and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Lav.

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 no insured by 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 encrow 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 rold on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower interest can agree 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 Borr ower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 4 of 14

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1602556150 Page: 6 of 26

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender any 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.

Let et r ay require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lendra in connection with this Loan.

5. Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limit to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preciding of intenses can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Lorrower imbject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lend a may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, contification and tracking services; or (b) a one-time charge for flood zone determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Many at Land Agency in connection with the review of any flood zone determination or certification.

If Borrower fails to maintain any of the coverages escril ed above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but night or might not protect Borrower's equity in the Property, or the contents of the Property, against any ris', hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowing ges 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 section 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's nortgagee 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 Lender reduires any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Insperty, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an a ditional loss payce.

tLLINOIS—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 5 of 14

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1602556150 Page: 7 of 26

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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 Borrower 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 sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has fer d 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 he lotte or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearn d premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay insorts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Forrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the recution 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 unreaso, abt y unheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Bo rov er shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its ond tion. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower thall 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 proceed 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 mowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or tailed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which as

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 6 of 14

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1602556150 Page: 8 of 26

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

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

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. For wer shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

.0. Wartgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay he remiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance cov are required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Dorr wer was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower sh'll pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously ir fiect, 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 av. ilab ic corrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss re cree i 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. Len'er can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period if at L md r requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender 100 are separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the pi amiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance ... ffect or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is require? by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided it, the Note.

Mortgage Insurance reimburses Lender (or any entity that purche es u.e 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 into 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) these agreements. These agreements may require the mortgage insurer to make payments using any source of fun is that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any nother entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive \(\cdots m\) (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for shart we or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender tak is a stare

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 7 of 14

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1602556150 Page: 9 of 26

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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 certain 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 uncarned 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 with a spection 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 extransport of the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's sear ty would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of "not it taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums serined 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 taking, destruction, or loss in value, unless Borrower and Lender otherwise and a multiplied by the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds authiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, test uction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, uest uction, or loss in value. Any balance shall be paid to Borrower.

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

If the Property is abandoned by Borrower, or if, after notice by I and or to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim to Jamages, 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 M scella acous 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 here concurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling the, 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.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 8 of 14

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1602556150 Page: 10 of 26

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

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 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 form wer can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Signet to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations and this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and bene's under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument which is in the successors and assigns of Lender.

14. Loan Charger. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpos of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to autorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in 'ni' occurity 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 of 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 vill be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's 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 counce in n 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 Borrower andless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower as 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 on', to port a change of address through that specified procedure. There may be only one designated notice address under the Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first element 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.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 9 of 14

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1602556150 Page: 11 of 26

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

Lite and reservises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 1 of less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all states accurred by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender and invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Figure to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforce and of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Proper ve are ant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are 1 at Borrower: (a) pays Lender 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 alvation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under the Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Secu ity 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 Ler Jer: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any sucl check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Exercise Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall recasin 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 of a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prion notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Periodic Periodic Periodic Results and this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer are lated 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 state the name and address of the new Loan Servicer, the address to which payments should be nade and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is so d and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing of against

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 10 of 14

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1602556150 Page: 12 of 26

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to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal 'ws: ad laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Favironmental 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 ringer an Environmental Cleanup.

Bornwer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to the 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 Conduction, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely arects 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 residual uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give I ander 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, elerse or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of "Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Parrover prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument Out 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 th notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or \(\frac{1}{2}\) for e the date specified in the notice may result in acceleration of the sums secured by this Security Instrumer, if reclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the \(\frac{1}{2}\) reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a \(\frac{1}{2}\) and or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the \(\frac{1}{2}\) the specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding Lender

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 11 of 14

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1602556150 Page: 13 of 26

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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 coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of Lisurance Borrower may be able to obtain on its own.

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ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 12 of 14

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1602556150 Page: 14 of 26

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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.

SHIRLEY ZEMEL, AS TRUSTEE OF THE SHIRLEY ZEMEL REVOCABLE TRUST

TED SEPTEMBER 10, 2001	۵			
TIRLEY ZEVEL	(Seal) -Воггоwея	***************************************		-Borrower
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1602556150 Page: 15 of 26

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[Space Below This Line For Acknowledgment]
State of ILLINOIS
County of LAKE
The foregoing instrument was acknowledged before me this Junuary H, 2016
by SHIRLEY ZEMEL
COMO IAL SEAL  CHRISTIN N HERNANDEZ  Signature of Person Taking Acknowledgment
NOTARY CELIC - STATE OF ILLINOIS  NO DUMMISSION EXPIRES:11/24/16  CLUB UNCLUB OF ILLINOIS
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Loan Originator: PAMELA J. SHELDON, NMLSR ID 201571 Loan Originator Organization: GREAT LAKES HOME MORTGACE, INC., NMLSR ID 177330  ULINOIS-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Loen Originator: PAMEIA J. SHEIDON, NMLSR ID 201571
Loen Originator Organization: GREAT LAKES HOME MORIGAGE, INC., NMLSR ID 177330
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1602556150 Page: 16 of 26

## **UNOFFICIAL COPY**

Loan Number: 1003150077

Date: JANUARY 4, 2016

Property Address: 3851 MISSION HILLS RD #206 NORTHBROOK, ILLINOIS 60062

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

A.P.N. #: 04-18-200-010-1078

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1602556150 Page: 17 of 26

### UNOFFICIAL

Loan Number: 1003150077

#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4th day of JANUARY, 2016 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 Adjustable Rate Note (the "Note") to GREAT LAKES HOME MORTGAGE, INC., AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3851 MISSION HILLS RD #206, NORTHBROOK, ILLINOIS 60062
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provid s for a initial interest rate of 3.875 %. The Note provides for changes in the interest rate and the r.onthly payments as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may on ange on the first day of FEBRUARY, 2023 and on that day every 12th month thereaties. Fach date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities a justed to a constant maturity of one year, as made available by the Federal Reserve Board. The most rece a Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choos a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my few it terest rate by adding AND 750/1000 percentage points ( 2.750 %, to the Current Index. TWO AND 750/1000 The Note Holder will then round the result of this addition to the nearest one-eighta at one percentage point

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Family Fannie Mac/Freddie Mac UNIFORM INSTRUMENT FANNIE MAE ARM 4-2/5-2/6-2 Form 3111 1/01 Page 1 of 3

Page 1 of 3

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1602556150 Page: 18 of 26

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(0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.875 % or less than 2.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.875 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my nonthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount or may ment before the effective date of any change. The notice will include information required by 1 x tr or given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### TRANS' ET, OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Apperty or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" rowans any legal or beneficial interest in the Property, including, but not limited to, those I meficial interests transferred in a bond for deed, contract for deed, installment sales contract or escroviagreement, the intent of which is the transfer of title by Borrower 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 eneficial 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. Lew. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lander information required by Lender to evaluate the intended transferee as if a new loan were born made to the transferee, and (b) Lender reasonably determines that Lender's security will ac be impaired by the loan assumption and that the risk of a breach of any covenant or greement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reconable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligate in a transferee to keep all the promises and agreements made in the Note and in this Security in frament.

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT FANNIE MAE ARM 4-2/5-2/6-2 Form 3111 1/01 Page 2 of 3

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1602556150 Page: 19 of 26

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Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

SHIRLEY ZEMEL, AS TRUSTEE OF THE TRUST ZATED SEPTEMBER 10, 2002	SHIRLEY ZEMEL 1	REVOCABLE
THEST DATED SEPTEMBER 10, 2002		
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Form 3111 1/01 Page 3 of :	3	

Page 3 of 3

1602556150 Page: 20 of 26

# UNOFFICIAL COPY Loan Number: 1003150077

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4th day of JANUARY, 2016, 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 Note to GREAT LAKES HOME MORTGAGE, INC., AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3851 MISSION HILLS RD #206, NORTHBROOK, ILLINOIS 60062
[Property Address]

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

MISSION HILLS
[Name of Condominium Project]

(the "Condonin'um 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 Corrower's interest.

CONDOMINIUM CO', ENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lendr, furt or 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 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 p omptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owner's As ociation maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Connormium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, bazards included within the term "extended coverage" and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the interior coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

MULTISTATE CONDOMINIUM RIDER Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

Page 1 of 3

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1602556150 Page: 21 of 26

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

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

- **C. Public Liability Insurance.** Borrower shall take such actions asmay 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 Lender. Such proceeds shall be applied by Lender to the sums secured by the security Instrument as provided in Section 11.
- 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 term nation of the Condominium Project, except for abandonment or termination required by law in the case of substar and destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) ary are andment 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 in Owners Association unacceptable to Lender.
- F. Remedies. If Porrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts discurse i 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 discursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MULTISTATE CONDOMINIUM RIDER Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

Page 2 of 3

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1602556150 Page: 22 of 26

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Condominium Rider.  SHIRLEY ZEMEL, AS TRU TRUST DATED SEPTEMBER	STEE OF THE	SHIRLEY	ZEMEL REV	OCABLE
Shirley Zemel	Seal) Borrower			-Borrower
	-Borrower		·	(Seal) -Borrower
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Page 3 of 3

1602556150 Page: 23 of 26

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SPACE ABOVE FOR RECORDERS USE —

#### **REVOCABLE TRUST RIDER**

#### DEFINITIONS USED IN THIS RIDER

- (') Revocable Trust." SHIRLEY ZEMEL, AS TRUSTEE OF THE SHIRLEY ZEARL PEVOCABLE TRUST DATED SEPTEMBER 10, 2002
- (B) "Revo abl : Trust Trustees." SHIRLEY ZEMEL
- trustee(s) of the Revocable Trust.
  - (C) "Revocable Trust Settlor(s)." SHIRLEY ZEMEL
- settlor(s) of the Revocable Trus signing below.
- (D) "Lender." GREAT LAKES YOME MORTGAGE, INC., AN ILLINOIS CORPORATION
- (E) "Security Instrument." The Deed of T ust/Mortgage and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the ame cute and covering the Property (as defined below).
  - (F) "Property." The property described in the Sec rity Instrument and located at:
  - 3851 MISSION HILLS RD #206, NORTAPACOK, ILLINOIS 60062

THIS REVOCABLE TRUST RIDER is made this 4th day of JANUARY, 2016 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreemen's made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the '...'nc er further covenant and agree as follows:

REVOCABLE TRUST RIDER IVRTR2.RDR 02/02/15

Page 1 of 3

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1602556150 Page: 24 of 26

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ADDITIONAL BORROWER(S) The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

SHIRLEY ZEMEL, AS TRUSTEE OF THE SHIRLEY ZEMEL REVOCABLE TRUST DATED SEPTEMBER 10, 2002

REVOCABLE TRUST RIDER IVRTR2.RDR 02/02/15	Page 2 of	3	DocMagic EForms www.docmagic.com
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<i>S</i> 0,	-Borrower	-	-Borrower
Shirkhili Zisaili	-Borrower		-Borrower
Shirley Gum	(Seal)		(Seaf)

1602556150 Page: 25 of 26

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BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

Shirley ZENEL	Revocable Trust Sentlor	Revocable Trast Settlor
5- Co.	(Seal) – Revocable Trust Settlor	Revocable Trust Settlor
70 <sub>0/2</sub>	(Seal) – (Seal) – Revocable Trust Settlor	Revocable Trust Settlor
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REVOCABLE TRUST RIDER IVRTR2.RDR 02/02/15	Page 3 of 3	DocMagic EForms www.docmagic.com

1602556150 Page: 26 of 26

# UNOFFICIAL COPY COMMITMENT FOR TITLE INSURANCE BOND TITLE SERVICES, INC

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY 200 NORTH M. L. KING, JR., AVE., P.O. BOX 8831 WAUKEGAN, IL 60079-8831 PHONE: (847)599-9101 FAX: (847)599-9914

SCHEDULE C

FILE NUMBER : 2015-558

#### PARCEL 1:

UNIT NO. W-203 IN MISSION HILLS CONDOMINIUM M-1, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): PARTS OF LOTS 1, AND 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1971 AND KNOWN AS TRUST NO. 43413 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22547359 AND AMENDED BY DOCUMENT NO. 22640254; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS ALSO EASEMENT FOR PARKING PURPOSES IN AND TO SPACE NO. \V-39-G AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 22431171 AND AS CREATED BY TRUST AGREEMENT DATED DECEMBER 3, 1971 AND KNOWN AS TRUST NO. 43413 TO WILLIAM BARTHOLOMAE, JR. AND MARY BARTHOLOMAE DATED MAY 24, 1974 AND RECORDED JUNE 14, 1974 AS DOCUMENT NO. 22751794 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Office