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Illinois Anti-Predatory Lending Database Program

Doc#: 1615957089 Fee: \$92.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/07/2016 01:01 PM Pg: 1 of 23

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 13-26-121-046-1001**

Address:

Street: 2954 N Hamlin Ave

Street line 2: Unit 1

City: Chicago

State: IL

ZIP Code: 60618

Lender: Republic Bank of Chicago

Borrower: Devin Rosa, unmarried man and Stephanie Sanchez, unmarried woman as joint tenants

Loan / Mortgage Amount: \$172,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is not owner-occupied.

Certificate number: BD7D6A50-478D-4234-A4AB-0C7C2D7FEACC

Execution date: 6/1/2016

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16SA 9553197LP

2008
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When recorded, return to:
Republic Bank of Chicago
Attn: Final Document Department
2221 Camden Court
Oak Brook, IL 60523

This instrument was prepared by:
Anita Landing
Republic Bank of Chicago
2221 Camden Court
Oak Brook, IL 60523
630-908-1820

Title Order No.: 16SA9553197LP
Escrow No.: 16SA9553197LP
LOAN #: 4160301008

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 1, 2016**, together with all Riders to this document.

(B) "Borrower" is **DEVIN ROSA , UNMARRIED MAN AND STEPHANIE SANCHEZ, UNMARRIED WOMAN AS JOINT TENANTS.**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Republic Bank of Chicago.**



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Elle Mae, Inc.

ILLINOIS - Single Family - Fannie Mae/Reddie Mac UNIFORM INSTRUMENT Form 3014 1/01

Initials:

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and

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

refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing (ii) any amounts under Section 3 of this Security Instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

of condemnation; or (iv) misrepresentations of, or omissions of, the value and/or condition of the Property.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu (K) "Escrow Items" means those items that are described in Section 3.

transfers, and automated clearinghouse transfers.
is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that opinions.

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial

- V.A. Rider
- 1-4 Family Rider
- Balloon Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

be executed by Borrower [check box as applicable].
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to the Note, and all sums due under this Security Instrument, plus interest.
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

than July 1, 2046.
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2046.
***** Dollars (U.S. \$172,000.00)
states that Borrower owes Lender ONE HUNDRED SEVENTY TWO THOUSAND AND NO/100 *****
(D) "Note" means the promissory note signed by Borrower and dated June 1, 2016.
The Note

Lender is the mortgagee under this Security Instrument.
Lender is a Corporation,
Illinois,
Brook, IL 60523
Lender's address is 2221 Camden Court, Oak
organized and existing under the laws of
LOAN #: 4160301008

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial 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,

Instrumentally, or entity, or (d) Electronic Funds Transfer. Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial 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,

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

which currently has the address of 2954 N Hamlin Ave Unit 1, Chicago, Illinois 60618 ("Property Address"); [Zip Code] [Street] [City]

assigns the following described property located in the County [Type or Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]:
UNIT NUMBER 1 IN THE 2954 NORTH HAMLIN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
LOT 3 IN THE SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF LOT 13 (EXCEPT THE SOUTH 174 FEET THEREOF) IN DAVLIN KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020796717; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.
APN #: 13-26-121-046-1001

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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 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.

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

Lender all Funds, and in such amounts, that are then required under this Section 3. Lender at any time by a notice given in accordance with Section 15 and, upon such notice, Borrower shall pay to Borrower obligated under Section 9 to repay any such amount. Lender may revoke the waiver as to any or all Escrow Items for an Escrow Item. Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due 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 requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower shall pay, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or Escrow Item. Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted or performing the covenants and agreements secured by this Security Instrument future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used one or more of the actions set forth above in this Section 4.
 notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take of the Property is subject to a lien which can attain priority over this Security Instrument. Lender may give Borrower a agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part 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 long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Items, Borrower shall pay them in the manner provided in Section 3.

erty, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Prop- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.
 notified under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount notified under RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as notified under RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage 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 funds in accordance with RESPA. Lender shall account to Borrower for the excess funds held in escrow, as defined under RESPA. Lender shall account to Borrower for the excess

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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

Borrower's occupancy of the Property as Borrower's principal residence. 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 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.

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

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

5. **Insurance.** 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.

4. **Insurance.** 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.

3. **Insurance.** Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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(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

(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.

reinsurance. Further: the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of 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. These agreements may require the mortgage insurer to make payments using any source or funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. These agreements may require the mortgage insurer to make payments using any source or funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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 or funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

Mortgage Insurance Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source or funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premium 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 Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-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 payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer 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 Loan, and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect, 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 required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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Ellie Mae, Inc.

ILLINOIS - Single Family Mac Uniform Instrument

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 Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower. Lender may 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 or preclude the exercise of any right or remedy.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order in the Property are hereby assigned and shall be paid to Lender.

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 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.

Borrower has a right of action in regard to Miscellaneous Proceeds. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not 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 due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom

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Ellie Mae, Inc.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM 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

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

ing requirement under this Security Instrument. Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the correspond- shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless procedure. There may be only one designated notice address under this Security Instrument at any one time. Any reporting Borrower's change of address, then Borrower shall only report a change of address through that specified to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower if notices given by Borrower or Lender in connection with this Security Instrument must be in writing. **15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge, or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) est or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the inter- Applicable Law.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations or the Note without the co-signer's consent.

can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument ally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not person- Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security **13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees

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

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 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 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 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 that 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 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 under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, 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, instrumentally 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 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 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 laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection;

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Elle Mae, Inc.

ILLINOIS - Single Family Mac UNIFORM INSTRUMENT

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

(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.

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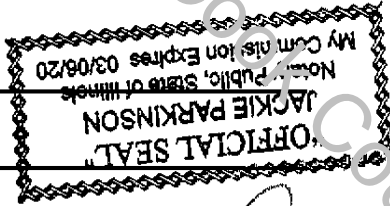


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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Page 12 of 12
Elle Mae, Inc.

Lender: Republic Bank of Chicago
NMLS ID: 405488
Loan Originator: Michael B Spartz
NMLS ID: 1402696

Property of Cook County Clerk's Office



(Serial Number, if any) _____
(Title or Rank) _____

(Signature of Person Taking Acknowledgement)

Stephanie Sanchez

The foregoing instrument was acknowledged before me this JUNE 1, 2016 (date) by DEVIN ROSA AND STEPHANIE SANCHEZ (name of person acknowledged).

State of ILLINOIS
County of *Cook*

Stephanie Sanchez
STEPHANIE SANCHEZ

DATE
6-1-16
(Seal)

Devin Rosa
DEVIN ROSA

DATE
6-1-16
(Seal)

LOAN #: 4160301008
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.

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F3140RLLU 0307

Initials: *[Handwritten Signature]*

Form 3140 1/01
Elite Mae, Inc.

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to,

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 promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 2954 N. HAMLIN CONDO

located at: 2954 N. Hamlin Ave Unit 1, Chicago, IL 60618.
of the same date and covering the Property described in the Security Instrument and (the "Lender")

THIS CONDOMINIUM RIDER is made this 1st day of June, 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 Republic Bank of Chicago, a Corporation

CONDOMINIUM RIDER

LOAN #: 4160301008

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05/31/2016 09:27 AM PST

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F3140RLU 0307

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Initials:

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

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Ellie Mae, Inc.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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 1.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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 required coverage is provided by the Owners Association policy.

LOAN #: 4160301008

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05/31/2016 09:27 AM PST
F3140RLU (CLS)
F3140RLU (0907)

Page 3 of 3

Elle Mae, Inc.
Form 3140 1/01

Initials: *SSW*

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

Property of Cook County Clerk

DATE
(Seal) 6-1-16

Stephanie Sanchez
STEPHANIE SANCHEZ

DATE
(Seal) 6-1-16

Devin Rosa
DEVIN ROSA

LOAN #: 4160301008
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

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F3170RLU (CLS)
05/31/2016 09:27 AM PST
F3170RLU 0307

Page 1 of 3

Elle Mae, Inc.

MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01
Initials:

Property without Lender's prior written permission.
not allow any lien inferior to the Security Instrument to be perfected against the
C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall

to the Property.
laws, ordinances, regulations and requirements of any governmental body applicable
unless Lender has agreed in writing to the change. Borrower shall comply with all
agree to or make a change in the use of the Property or its zoning classification,

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek,
referred to in this 1-4 Family Rider and the Security Instrument as the "Property"

Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are
shall be deemed to be and remain a part of the Property covered by the Security
Instrument. All of the foregoing together with the Property described in the Security
attached floor coverings, all of which, including replacements and additions thereto,
shades, curtains and curtain rods, attached mirrors, cabinets, paneling and
disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds,
tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,
extinguishing apparatus, security and access control apparatus, plumbing, bath
distributing heating, cooling, electricity, gas, water, air and light, fire prevention and
the Property, including, but not limited to, those for the purposes of supplying or
now or hereafter located in, on, or used, or intended to be used in connection with
Instrument: building materials, appliances and goods of every nature whatsoever
Property description, and shall also constitute the Property covered by the Security
or hereafter attached to the Property to the extent they are fixtures are added to the

In addition to the Property described in Security Instrument, the following items now
A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.
the Security Instrument, Borrower and Lender further covenant and agree as follows:

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in
the Security Instrument, Borrower and Lender further covenant and agree as follows:

located at: 2954 N. Hermin Ave Unit 1
Chicago, IL 60618
of the same date and covering the Property described in the Security Instrument and
(the "Lender")

Chicago Corporation
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 Republic Bank of
THIS 1-4 FAMILY RIDER is made this 1st day of June, 2016

1-4 FAMILY RIDER
(Assignment of Rents)

LOAN #: 4160301008

UNOFFICIAL COPY



LOAN #: 4160301008
D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.
I. Lender gives notice of default to Borrower. (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.
Initials:

MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

F3170RLU 0307

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Elie Mae, Inc.

F3170RLU (CLS)

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05/31/2016 09:27 AM PST
F3170RLU (CLS)
F3170RLU 0307

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Elle Mae, Inc.

MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Intials: *SS*

DATE

(Seal)

6-1-16

STEPHANIE SANCHEZ

DATE

(Seal)

6-1-16

DEVIN ROSA

contained in this 1-4 Family Rider.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants

Security instrument.

Security instrument and Lender may invoke any of the remedies permitted by the

note or agreement in which Lender has an interest shall be a breach under the

CROSS-DEFAULT PROVISION. Borrower's default or breach under any

secured by the Security Instrument are paid in full.

of Lender. This assignment of Rents of the Property shall terminate when all the sums

of Rents shall not cure or waive any default or invalidate any other right or remedy

appointed receiver, may do so at any time when a default occurs. Any application

notice of default to Borrower. However, Lender, or Lender's agents or a judicially

required to enter upon, take control of or maintain the Property before or after giving

Lender, or Lender's agents or a judicially appointed receiver, shall not be

LOAN #: 4160301008

Property of Cook County Clerk

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05/31/2016 09:27 AM PST
F3182RLU (CLS)

F3182RLU 0507

Initials: [Signature]
Mae Mae Uniform Instrument

Page 1 of 4

Form 3182 1/01
Ellie Mae, Inc.

MULTI STATE FIXED/ADJUSTABLE RATE RIDER-ONE-YEAR TREASURY INDEX-SINGLE FAMILY-FANNIE MAE UNIFORM INSTRUMENT

Change Date is called the "Current Index."
Board. The most recent index figure available as of the date 45 days before each
adjusted to a constant maturity of one year, as made available by the Federal Reserve
an index. The "index" is the weekly average yield on United States Treasury securities
Beginning with the first Change Date, my adjustable interest rate will be based on
(B) The index
adjustable interest rate could change, is called a "Change Date."
fixed interest rate changes to an adjustable interest rate, and each date on which my
change on that day every 12th month thereafter. The date on which my initial
day of July, 2023, and the adjustable interest rate I will pay may
1st The initial fixed interest rate I will pay will change to an adjustable interest rate on the
(A) Change Dates

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

provides for a change in the initial fixed rate to an adjustable rate, as follows:
The Note also

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST
RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE
AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE
AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

The Note provides for an initial fixed interest rate of 5.375%.
The Note also

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of
June 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 ("Borrower") to secure Borrower's
Fixed/Adjustable Rate Note (the "Note") to Republic Bank of Chicago, a Corporation
("Lender") of the same date and covering the property described in the Security
Instrument and located at: 2954 N Hamlin Ave Unit 1, Chicago, IL 60618.

FIXED/ADJUSTABLE RATE RIDER
(One-Year Treasury Index-Rate Caps)

LOAN #: 4160301008

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05/31/2016 09:27 AM PST

F3182RLU (CLS)

F3182RLU 0607

Initials: _____

MULTI-STATE FIXED/ADJUSTABLE RATE RIDER-ONE-YEAR TREASURY INDEX-SINGLE-FAMILY-FANNIE MAE UNIFORM INSTRUMENT

Form 3182 1/01
Ellie Mae, Inc.

Transfer of the Property to 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.

Instrument shall read as follows:

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice 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 monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.375% or less than 2.375%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 month(s). My interest rate will never be greater than 11.375%.

(D) Limits on Interest Rate Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND SEVEN-EIGHTHS percentage point(s) (2.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (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.

(C) Calculation of Changes

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

LOAN #: 4160301008

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05/31/2016 09:27 AM PST

F3182RLU (CLS)

F3182RLU 0507

Initials: *[Signature]*

MULTI-STATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX - Single Family - Fannie Mae Uniform Instrument

Elle Mae, Inc.

Form 3182 1/01

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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 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.

LOAN #: 4160301008

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F3182RLU (CLS)

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Form 3182 1/01
Elie Mae, Inc.

F3182RLU 0502

MULTI STATE FIXED/ADJUSTABLE RATE RIDER-ONE-YEAR TREASURY INDEX-Single Family-Fannie Mae Uniform Instrument
Initials: *SS*

Property of Cook County Clerk

STEPHANIE SANCHEZ
DATE 6-1-16
(Seal)

DEVIN ROSA
DATE 6-1-16
(Seal)

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

LOAN #: 4160301008