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Illinois Anti-Predatory Doc#. 1623733005 Fee: \$72.00 Karen A. Yarbrough Lending Database Cook County Recorder of Deeds Program Date: 08/24/2016 08:28 AM Pg: 1 of 13 Certificate of Exemption Report Mortgage Fraud 800-532-8785 The property identified as: PIN: 06-08-211-010-0000 Address: 1894 PONDVIEW DR Street: Street line 2: City: HOFFMAN ESTATES State: IL ZIP Code: 60192 Lender ASSOCIATED BANK, N.4 Borrower: WILLIAM GROW III AND PA VAGIOTA GROW Loan / Mortgage Amount: \$72,900.00 This property is located within the program area and the transaction is exempt from the requirements of 785 ILCS 77/70 et seq. because the application was taken by an exempt entity,

Execution date: 4/28/2016

Certificate number: 0743AE62-3AB8-49C5-870D-2B468AD0BAF3

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After Recording Return To: Associated Bank Records Dept. PO Box 8009 1305 Main Street Stevens Point, WI 54481

Prepared By: Associated Bank National Association 200 North Adam Street Green Bay, WI 54301

Parcel ID Number: 06-08-2 1-010-0000

[Space Above This Line For Recording Data]

MORTGAGE

Loan #: XXXXXXXXXXX

DEFINITION 3

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 8, 10, 15, 17 and 18. Certain rules regarding the usage of words used in this document are also provided in Section 13.

- (A) "Security Instrume: " or ans this document, which is dated April 28, 2016, together with all Riders to this document.
- (B) "Borrower" is WILLIAM GR. JW II And PANAGIOTA GROW Hueband and Wife. Somower is the mortgagor under this Security Instrument
- (C) "Lender" is Associated Bank, (I.A) Lender is a Corporation organized and existing under the laws of The United States of America. Lender's address is 200 N Adams St, Green Bay, WI 54391. Lender is the mortgagee under this Security metrument,
- (D) "Note" means the promissory note signed by Borrower and dated April 28, 2016. The Note states that Borrower owes Lender SEVENTY TWO THOU SAND NINE HUNDRED AND NO/100 Dollars (U.S. \$72,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 01, 2021.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest any prepayment charges and tate charges due under the Note; and all sums due under this Security in strument, plus interest.

 (9) "Riders" means all Riders to this Security Instrument that are executed by Sorrower. The following
- Riders are to be executed by Borrower [check box as applicable]:
- [] Adjustable Rat

Adjustable Rate Rider [] Planned Unit Development Rider [] Other(s) (r ...crify)

[] Biweekly Payment Rider



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- "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 opinions.
- "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- "Escrow Items" means those items that are described in Section 3.
 "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or (L) proceeds paid by any third party for: (i) damage to, or destruction of, the Property; (ii) condemnation or her taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) mirrepresentations of, or omissions as to, the value and/or condition of the Property.

 (M) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest
- under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
 (N) "CES"A" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its
- implementing agrilation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any adouble all or successor legislation or regulation that governs the same subject matter. As used in this Security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage toan" under RESPA
- "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party har assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument sequres to Lende : θ_i the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the perio mance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purrose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and ast igns, the following described property located in the COUNTY of COOK.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND IMJOE A PART HEREOF.

which currently has the appress of 1694 PONDVIEW DR, MOF, MAN ESTATES, Illinois 60192 ("Property Address"):

TOGETHER WITH all easements, and appurtenances, now or her eafter 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."

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LEGAL DESCRIPTION

Order No.: 16ST024390PK

For APN/Parcel ID(s): 06-08-211-010-0000

Lot 26 in Devonshire Woods Estates being a Subdivision in Section 8, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 25, 2007 as Document 0720615092, in Cook County, Illinois.

Property of County Clerk's Office

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pey 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 rymants 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, grovided any such check is drawn upon an institution whose deposits are insure riby a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

resymants are deemed received by Lender when received at the location designated in the Note or at such offer location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments at the time such payment are accept as. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest an unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal belance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now in in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proce ats. 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 enjounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquer. Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be a pilled 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 it 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 their its described in the

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Any application of payments, 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 Esprow 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 taxes and assessments and other items which can attain priority over this Security instrument as a lien or encumbrance on the Property. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, If any, be ascrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may walve Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such watver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to Je 3 covenant and agreement contained in this Security Instrument, as the phrase "covenant and ay earment" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a we'ver and Borrower falls to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender 2 by such amount. Lender may revoke the walver as to any or all Escrow Items at any time by a notice giver in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (includin a Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Londer thall 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 esprow account, or entiting the Escrow Items, unless Lender pays Borrower Interest on the Funds and Applicable Law persits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requirer interest to be paid on the Funds. Lender shall not be required to pay Borrower any Interest or earning 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 RESF A.

If there is a surplus of Funds held in escrew, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. "("in c is a shortage of Funds held in escrew, as defined under RESPA, i, ender shall notify Borrower as requirer 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 escrema 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, Lierls. Borrower shall pay all taxes, assessments, charges, files, and impositions



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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 may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Borrower shall promptly repair the Property if damaged to avoid further derivation or damage. It 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 increased for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment of in a series of progress payments as the work is completed. If the condemnation proceeds are not fulf ident to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the committee of such repair or restoration.

Lender or its agent her make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender has transcribed to 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.

6. Borrower's Loan Aprilloation. 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 felse, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with natural 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.

7. Protection of Lender's Interest in ne Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the ocvenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might sig ifformity 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 with the property attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has about doned the Property, then Lender may do and pay for whatever its reasonable or appropriate to protect Lender's interest in the Property, and securing and/or repairing the Property. Lender's actions can include, but are not imited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) agreeing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property endor of the Property instrument, including its secured position in a bankruptcy proceeding. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obtiguation to do so. It is

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agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by Lender under this Section 7 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.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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

In the capt 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 first runt of the sums secured by this Security instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security insurament shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be 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 less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree or writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whather or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, wheth a civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other matrical impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cove such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Priperty or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

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any award or daim for damages that are attributable to the Impairment of Lender's Interest in the Property are hereby assigned and shall be paid to Lender.

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

applied in the order provided for in Section 2.

9. 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 forbearence 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.

10. 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 For ower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-conting 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 Somower can agree to extend, in all y, forbear or make any accommodations with regard to the terms of this Security Instrument or the Piole of thout the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligation, under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's right, and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligation, and ability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the pack assors and assigns of Lender.

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally Interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any text loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; a id (1) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepaying it without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Forrower'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.

12. Notices. All natices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when malled by first class mail or when actually dulivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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unless Applicable Law expressly requires otherwise. The notice address shall be the Address Borrower has designated as a 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's change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by malling it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. 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 slience 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 I aw, such conflict shall not jaffect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Sequrity 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 on plural and vice yersa; and (c) the word "may" gives sole discretion without any obligation to take any entire.

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

15. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 15, "Interest in the Property means any legal or beneficial Interest in the Property, including, but not limited to, those beneficial Interest a transferred in a bond for deed, contract for deed, Installment sales contract or escrow agreement, the limited to a burchaser.

If all or any part of the Property change 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 monediate payment in full of all sums secured by this Security Instrument. However, this option shall not the 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 frimith; date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Linder may invoke any remedies permitted by this Security Instrument without jurther notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration of 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 any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (o) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be dre under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any detait, of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attornays' fees, property Inspection and valuation fees, and off ar fices incurred for

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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. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

17. 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 blue 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 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 Yoar 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 sirviced by a Loari Servicer other than the purchaser of the Note, the mortgage loan servicing obligation, to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not of sources.

Nelther Corrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or "e 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 12) of such alleged breach and afforded the other party hereto a responsible 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 reas nable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 19 and the notice of acceleration given to Borrower pursuant to Section 15 shall be seemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As usef in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances collutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, of ser 1 ammable or toxic petroleum products, toxic pesticides and herbicides! volatile solvents, malarials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means finder all laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, dir jusal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the P. operty /1) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely allows the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property.



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of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any splitting, 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.

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

- Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration fallowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 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 familie to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Bornower 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 remeries provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrow and 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 at piloable Law.

 21. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases
- and walves all rights under and by virtue of the Illino's homestead exemption laws.
- Placement of Collateral Protection in unince. Unless Borrower provides Lender with evidence of the Insurance coverage required by Bournier'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 Lovy rage that Lender purchases may not pay any claim that Borrower makes or any claim that is made aga'.is' Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Len Jer, 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 comercian 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

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insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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.

Barrower - WILLIAM GROW III Borrower - PANAGIOTA GROW

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My Commission Expires or Origination Company: Associate (Bark N.A. NMLSR ID: 442791 Originator: Kristin Crafton NMLSR ID: 523811 "OFFICIAL SEAL" DANDAGE MARTWICK Notary Public, Stale of Illnolo



My Commission Expires 12/19/16