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Illinois Anti-Predatory Lending Database Program 1820072

Certificate of Exemption

Doc#. 1815618058 Fee: \$76.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/05/2018 10:31 AM Pg: 1 of 15



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 14-20-121-040-0000

Address:

Street:

3620 N Janssen

Street line 2:

City: Chicago

PRAIRIE TITLE 6821 W. NORTH AVE. OAK PARK, IL 60302

Lender: JPMorgan Chase Bank, N.A.

Borrower: Andrew J. Adams

Loan / Mortgage Amount: \$1,615,250.00

State: IL College Coll This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the application was taken by an exempt entity.

Certificate number: 37C8F23E-4E39-48CB-8EA4-B101935D20FA

Execution date: 5/25/2018

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Retorn Yet I Worgen Chase Host N.A. Chase Records Center Attr: Collegent Trailing Documents, RT:MC 8000 700 Kausas Lone Voneto, LA 71203 Prepared By: Gabrick Crosso 3050 Highland Pkwy Downers Closer, IL 40315

Mortgage

Definitions. Words used in newlegic sections of this deciment are defined below and other words are defined in Sections 3, 11, 13, 14, 20 and 21. Certain releaseding the scape of words used in this document are also provided in Section 16

- (A) "Security Instrument" means this discurrent, which is dated Viay 25, 2018, seperher with all Niders to this document.
- (H) "Romover" is Andrew J. Adams, a single man. Honower is the mongagor under this Security Justianism.
- (C) "Londor" is Undivigen Chose Bank. N. A. A. Trafor or a National Banking Association argument and cristing audit the laws of the United States of America, Laude . Phires is 1111 Policia Parkway, Columbus, OH 43240-2050. Lender is the mangaged mater this Security instrument
- 10) "Place" record the promodery note eighed by Borrower and dated May 25, 2018. The Note states that December owes Lunder one million six hundred fifteen thousand two mindred fifty and 60/100 Dollars (U.S. \$1,615,251.00) plus interest. Berrower has promised to pay this debt in regular Tenedic Payments and to pay the debt in full but later than June 1, 2015.
- (F) "Property" means the property that is described below under the heading "francier of Rights in the Property."
- 187 "Loun" means the debt evidenced by the Note, plus interest, any proposition charges and late clearer due under the Moto, and all sugge due under this Security featurement, plus interest
- (C) "Richers" means all Riders in this Security Instrument that are executed by the copier. The following Riders are to be executed by Barrowar (check box as applicable):
 - () Adjustable Rute Rider
- Tockmain Rider
- II Second He medider

- 1.) Balloon Hiller
- C. Planned Unit Development Kilder Ct. 1-4 Femily Rula

- "I VA Rider
- (7 Biweckly Payment Ruler
- C Otheris) isoscry;

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- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the officer of law) as well as all applicable final, non-appealable judicial opinions.
- (1) "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.
- (J) "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 a nomated clearinghouse transfers.
- (K) "Escrow Item" means those items that are described in Section 3.
- (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) concernation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" recasts insurance protecting Londer against the nonpayment of, or default on, the Loan.
- (N) "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.
- (O) "RESPA" means the Real Estate Settlemer, Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation. Regulation X (12 C.F.R. Part 1024), or they might be amended from time to time, or any additional or successor legislation or regulation that governs the spine 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 is an" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that his taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this security instrument.

Transfer of Rights in the Property. This Security Instrument secures a 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 have mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property heated in the County [Type of Recording Jurisdiction]: See Attached Exhibit A

Parcel ID Number: 14201210400000 which currently has the address of 3620 N JANSSEN AVE [Street] CHICAGO [City], Illinois 60613 [Zip Cade] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter ercuted on the property, and all edicinests, appurenances, 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 Harrower is lawfully seized of the estate hereby conveyed and has the right in mortgage, grant and convey the Property and that the Property is uncnoundered, except for encumbrances of record. However 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. Burrower and Lender envenant and agree as follows:

C. Lings Single Francy, Family blood received his Chill Child in Stiff Ling has been supported in Maria Summer Systems in Vision in Francy Filmer, December 1 Summer Internal

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1. Payment of Principal, interest, Escrow Items, Prepayment Charges, and Late Charges, Borrowcrahall 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 Nate. Borrower shall also pay finds 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 Lunder as payment under the Note or this Security Instrument is returned to Londor impaid, 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) remified 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, insummentality, 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 berounder or projudice 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 schedulal due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Harrower makes payment to bring the Linux current. If Horrower were until do so within a reasonable period of time, Lender shall either apply such thinds of return them to Borrower. If not a plied earlier, such funds will be applied to the outstanding principal bulance under the Note immediately prior to forecharge. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making pay me no due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security instrument.

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

If Lender receives a payment from Borrower for a delinquent reliadic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the door queut payment and the late charge. If more than one Periodic Payment is outstanding. Lender may upply any payment received from Horrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. For a extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then us described in the Note.

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

3. Funds for Escrow Items. Horrower shall pay to Lender on the day Periodic Payments are the under the Note, until the Nute is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (4) taxes and assessments and other name which can attain priority over this Security Instrument as a lieu or encombrance on the Property; (b) beasehold payments or ground rems on the Property, if any, (c) premiums for any and all insurance required by the ender Section S; and (d) Moragage Insurance premiums, if any, or any sums payable by Bortower in Leader in heavy the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrew Items" At origination or at any time during the term of the Loan, Lender may require that Community Association Ducs, Frees, and Assessments, if any, be estrumed by Borrawer, and such dues, fees and assessments shall be an Escrew Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Burrower shall pay Lender the Funds for Escrow homs unless Londer waives Borrower's obligation to pay the Funds for any or all becrow homs. Londer may waive Ikerower's obligation to pay to Lender Funds for any or all Escriw Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the annuals due

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for any Liscrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower finis to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then he obligated under Section 9 to repay to Lender any such amount. Lender may rovoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if I ender its an institution whose deposits are so insured) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. Lender shall not charge therrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow herna, 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 Arplicable Law requires interest to be paid on the Funds. Lender shall not be required to pay Borrower any interest or earnings in 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 unnual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Rorrower sond pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. It there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by HESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with EFSPA, 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 Bortower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or income sents 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.

Horrower shall prumptly discharge any lian which has printity over this Security Instrume it unless Horrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leneth, but only so long as Harrower is performing such agreement; (b) contests the hon in good faith by, or defends against into venient of the lien in, legal proceedings which in Londer's opinion operate to prevent the enforcement of the lien while it we proceedings are panding, but only until such proceedings are concluded; or (c) secures from the holder of the lien x i syrvement satisfactory to Londer substituting the lien to line Security Instrument. If Londer determines that any part of the Property is subject to a fich which can attem priority over this Security Instrument, Londer may give Burrower's notic, identifying the lien. Within 10 days of the date on which that notics is given, Borrower stall 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.

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5. Properly insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by lire, 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 in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lander may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Managracht Agency in connection with the review of any flood zone determination resulting from an objection by Bonower.

If Borrower fails to maintrin any of the coverages described above, Lender may obtain insurance coverage, at Leader's option and Horrower's extense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage she's ever Lender, but might or might and protect Borrower, Borrower's equity in the Property, or the contents of the Property, exactst any risk, hazard or hability and might provide greater or lesser coverage than was previously in effect. Honower accreatednes that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that porrover could have obtained. Any amounts disbursed by Lendar under this Section 5 shall become additional debt of Borrower structed by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clauce, and shall name Leuler as mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Barrower shall promptly give to Lender all receipts of paid premiums and renoval rouces. If Borrower obtains any form of insurance coverage, no otherwise required by Lender, for damage to, or destructor, of, the Property, such policy shall include a standard morigage clause and shall name Londer as morigagee and/or as an additional loss payee.

In the event of loss. Borrower shall give prompt notice to the insurance corrier and Lender, Lender may make proof of loss it not made promptly by Borrower. Unless Lender and Borrower of erwise agree in writing, any insurance proceeds. whether or my the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. if the restoration or repair is ecommically feasible and Lender's security is not research. During such report and restoration period, t order shall have the right to hold such insurance proceeds until Lendor in shad 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 dishurse proceeds for the repairs and restoration in a single payor ait or in a screes of progress payments as the work is completed. Unless an agreement is made in writing or Applicable C: w requires interest to be paid on such insurance proceeds. Lender shall not be required to pay thorrower any interest in ear uses on such proceeds. ives for public adjusters, or other third parties, remined by Berrawer shall not be paid and of the me monce proceeds and shall be the sole obligation of Borrower. If the restoration or requir is not economically frasible or Leader's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Barrower abandons the Property, Lender may file, negotiate and soute any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lendor that the insurance carrier has offered to settle a claim, then Lander may negation and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lander acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Horrower's rights to any insurance proceeds in an amount not to exceed the amounts unpuid under the Note or this Security Instrument, and (b) any other of Berrower's rights (other than the right to any refund of uncarried premiums paid by Burrower's under

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all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of necupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Horrower 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, and 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 an expairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance of condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not releaved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to ... ender (or failed to provide Lender with material information) in connection with the Loan. Material representations include Juliare not limited to, representations concerning Borrower's occupancy of the Property as Horrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Teights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained u. 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 bankruptery, product, for condemnation or forfeiture, for a forcement of a fien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrow or h. s. 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 P operty, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any same secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorne psi toes to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a conkruptery proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, that go a cks, replace or board up doors and windows, drain water from pipes, climinate building or other code violations or the code, run have to do so and is not under any duty or obligation to do so, it is agreed that Lender incurs no liability for not taking any or all actions nuthorized under this Section 9.

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

If this Security Instrument is on a leasehold. Borrower shall comply with all the previsions of the lease. If Burrower 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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10. Mortgage insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate merigage 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 those payments as a non-refundable loss reserve in licu 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 for wided by an insurer solected by Lender again becomes available, is obtained, and Lender requires separately designated our ments 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 Morigage in un nee, Borrower shall pay the premiums required to maintain Morigage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mongage Insurance ends in accordance with any written agreement between Fort wer and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or an entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Horrower 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, o'reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party for parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums.

As a result of these agreements, Londer, 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 portugi of Bortower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Len'er takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often 'e-med "captive reinsurance." Further:

- (A) Any such agreements will not affect the amounts that Borrower has Lorce's to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the attent Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (B) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage lusurance 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 Marigage Instrance, to have the Morigage insurance terminated automatically, and/or to receive a refund of any Montropy. Insurance premiums that were uncarned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby as any red 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 testoration period, Lander shall have the right to hold such Miscellaneous Proceeds until Londer 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

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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 Miscellancous 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 Lender'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 exuess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Bonower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (h) 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, Vertruction, 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 Horrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Horrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to joil's a claim for damages, Bostower fails to respond to Londer within 30 days after the date the notice is given. Lender is jun orized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Rorrower 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 procoeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairm of Londer'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 nair g that, in Lender's judgment, procludes forseiture 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 attributal to 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 small be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or mudification of amortization of the sums secured by this Security Instrument granted by Lender 15 He nower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor sin Interest of Hurrower. Lender shall not be required to commence proceedings against any Successor in Interest of Fortower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security ins rument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbes on te by Lender in exercising any right or remedy including, without luminism. Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount flien due, shall not be a waiver of or preclude the exercise of any right or remedy.

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13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grent and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Londor, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless found regrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of London.

14. Loan Charges. Lender, may charge Horrower fees for services performed in connection with Borrower's default, for the purpose of protecting Londer's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Londer may not charge fees that are expressly prohibited by this Security Instrument or by Applicable 1 and

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under in: Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's exceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall or deemed to have been given to Borrower when mailed by first class mail or when actually delivered in Borrower's naice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a subjective notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Linder specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument et any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address; tuted berein 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 "arranty Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding equirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable I aw. Applicable Law might explicitly or implicitly allow the parties to agree by commet a it might be sitem, 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 which can be given effect without the conflicting provision.

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

- 17, Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contact or excrew 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 persuit 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 energies is prohibited by Applicable Law.

If Lander 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 most pay all sums secured by this Fee rity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remich s permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reins it te After Acceleration. If Borrower meas certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to be time 22 of this Security Instrument (b) such other period as Applicable Law mught specify for the termination of Horr wer's right to reinstate; or (c) entry of a judgment entireling this Security instrument. Those conditions are that Bottov er; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration in a scurred; (b) cures any default of any other covernuls or agreements; (c) pays all expenses incurred in enforcing this 500 may Instrument, including, but not limited to, reasonable attorneys' fees, property respection and valuation fees, and other fees incurred for the purpose of protecting London'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 S fearly Instrument, and Berrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged trate is as otherwise provided under Applicable Law. Londer may require that Horszwer pay such remitatement aunts and expenses in one or more of the following forms, as selected by Lender (a) costs (b) namely unless to) certified check, bank check, a casurer's check or castacr's check, provided any such shock is down upon an institution whose deposits are insured by "redemingency, 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, thowever, this light to remaine shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note of partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior universe Burrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Paymen's due under the Note and this Securny Instrument and performs other mortgage loan survicing 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 matice of the change which will note 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 Local is cryiced by a I non Servicer wher than the purchaser of the Note, the mortgage fonn acryicing obligations to Horrower 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 Burrower nor Lender may commence, join, or be jamed to any judicial action (as either an individual lidgant or the momber of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that

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the other party has breached any provision of, or any duty moved by trason of, this Security Instrument, antil 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 clapse 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 apportunity 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; (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.

Horrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone cise to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances but are generally recognized to be appropriate to normal residential uses and to manuschance of the Property (including, not 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 Flavardous Substance or Environmental Law of which Borrower has actual in or lape, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of recase of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance winch adversely affects the value of the Property. If Borrower leanss, 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. Learnover shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing hereis shall, sente any obiquation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the ariant; (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 same secured by this Security Instrument, for consure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relastate 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, Londer at its option may require immediate payment in full of all sums secured by his 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 afterneys' fees and costs of title evidence.

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- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Romower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Horrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borre ver has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collaicial. Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impost 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 in unnee may be more than the cost of insurance Borrower may be able to obtain units own.

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

Borrower

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Acknowledgment State of Illinois County of COOK This instrument was acknowledged before me on My commission expacts (Seal) Loan Origination Organization: JPMorgan Chase Bank, N.A.

NMLS ID: 399798

"Originator: Eric John Oison

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LEGAL DESCRIPTION

THE SOUTH 1 FOOT OF THE EAST 99.72 FEET OF LOT 15 AND THE SOUTH 2 FEET OF THAT PART LYING WEST OF THE EAST 99.72 FEET OF LOT 15 AND ALL OF LOT 16 IN BLOCK 3 IN SICKEL & HUFFMEYER'S SECOND ADDITION TO LANE PARK IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONGY KNOWN AS: 3620 N. JANSSEN, CHICAGO, IL 60613

PERMANENT INDEX NUMBER: 14-20-121-040-0000

DEX NO.