UNOFFICIAL CO

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#. 2110401133 Fee: \$98.00 Karen A. Yarbrough

Cook County Clerk

Date: 04/14/2021 07:48 AM Pg: 1 of 18



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 13-24-200-054-0000

Address:

Street:

2717 West Dakin Street

Street line 2:

City: chicago

Lender: North American Savings Bank, FSB

Borrower: Garret Corbett, Holly Hills

Loan / Mortgage Amount: \$310,000.00

Jot Collustra Clerk? This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: 871BB793-37D0-4C60-82E5-442EE17B24B2

Execution date: 2/8/2021

2110401133 Page: 2 of 18

UNOFFICIAL COPY

DD0077

(Space Above This Line For Recording Data)

LOAN NUMBER: 114194445 MIN: 100094221141944451

MORTGAGE

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

- (A) "Security Instrument" means this document, v hich is dated February 8, 2021, together with all Riders to this document.
- (B) "Borrower" is Garrett M Corbett, a single man, whose address is 2717 West Dakin Street, Chicago, Illinois 60618, and Holly M Hills, a single woman, not as tenar ts are common, but as joint tenants, whose address is 2717 West Dakin Street, Chicago, Illinois 60618, who is/ere the mortgagor(s) under this Security Instrument.
- (C) "MERS" is the Mortgage Electronic Registration Systems, I. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and a signs. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the law of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 70 MERS.
- (D) "Lender" is North American Savings Bank, FSB. Lender is a Corporation greanized and existing under the laws of the State of Missouri. Lender's address is 12498 South 71 Highway, Grandview, Missouri 64030.
- (E) "Note" means the promissory note signed by Borrower and dated February 8, 2621. The Note states that Borrower owes Lender Three Hundred Ten Thousand and 00/100 Dollars (U.S. \$10,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2051.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by the Borrower. The te'lowing Riders are to be executed by Borrower [check box as applicable]:
 □ Adjustable Rate Rider
 □ Condominium Rider
 □ Second Home Rider

radio are to be extended by Borrower [entent box as approache].					
☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Ride			
□ Balloon Rider	☑ Planned Unit Development Rider	☐ Other(s) [specify]:			
□ 1-4 Family Rider	☐ Biweekly Payment Rider				

ILLINOIS - Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT € 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL2047

Page 1 of 14

Farm 3014 1/01



2110401133 Page: 3 of 18

UNOFFICIAL COPY

- "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of the 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.
- (K) "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 ar asfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- "Escrow Ite. 1s" means those items that are described in Section 3.
- (M) "Miscellaneous 1'r)ceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyable in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" man surance protecting Lender against the nonpayment of, or default on, the
- "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)
- (P) "RESPA" means the Real Estate Settler lent Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Pert 1024), as they might be amended from time to time, or any additional 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 Lean does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has 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 to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County of Cook:

Address: 2717 West Dakin Street, Chicago, Illinois 60618 Legal Description: See Attached Legal Description Parcel ID/Sidwell Number: 13-24-200-054-0000

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security in aroment as the "Property." Borrower understands and agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as no more for Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Page 2 of 14

www.compliancesystems.com

Form 3014 1/01

2110401133 Page: 4 of 18

UNOFFICIAL COPY

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 CO /ENANTS. Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment 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 was er of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding primary a balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise (escribed 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 becarde cue. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

Form 3014 1/01

ILLINOIS - Single Family - Faanie Mau/Freddie Mae UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 44047de-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL2047

Page 3 of 14

www.compliancesystems.com



2110401133 Page: 5 of 18

UNOFFICIAL COPY

Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of McTgage Insurance premiums in accordance with the provisions of Section 10. These items are called "c. crow Items." At origination or at any time during the term of the Loan, Lender may require that Comp. mity Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, (ee) 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 vales, Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may verive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such wriver may only be in writing. In the event of such waiver, Borrower shall pay directly, when ar dy here payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Item's directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall hay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold I unds 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 Esc. w Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the I und to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge for ower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Isonow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to not be such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be part or the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall are to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

Farm 3014 1/01

www.comnliancesystem

ILLINOIS - Single Family - Fanaie Mae/Freddie Mae UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020,78.0.2 Single Family Real Estate - Security Instrument DL2047

2110401133 Page: 6 of 18

UNOFFICIAL COPY

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borraver: (a) agrees in writing to the payment of the obligation secured by the lien in a manner accent be to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good frith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion of the te 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 Ler der subordinating the lien to this Security Instrument. If Lender determines that any part of the Prope ty 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

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.

Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire. ards 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 sarrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Bo rower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to ray, 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 payr tent of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, *ender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under 1 o obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of in Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect, Borrower acknowledges that the cost of the insurance coverage so obtained might against antly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by I ender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be garable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and

ILLINOIS - Single Family - Fanele Mae/Freddie Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL2047

Page 5 of 14

2110401133 Page: 7 of 18

UNOFFICIAL COPY

renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lend'er shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect out? Property to ensure the work has been completed to Lender's satisfaction, provided that such inspections shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is make in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Prope ty Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to except the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's light (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender now 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 the

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

Page 6 of 14

H.LINOIS - Single Family - Fannic Mae/Freddic Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020,78.0.2 Single Family Real Estate - Security Instrument DL2047

Form 3014 1/01

www,compliancesystems.com

2110401133 Page: 8 of 18

UNOFFICIAL COPY

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

- Borrower's Loan Application. Borrower shall be in default if, during the Loan application process. Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or felled to provide Lender with material information) in connection with the Loan, Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrowe tails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Se urity Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Prope ty. I ender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fies to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the repairs, change locks, replace or board up doors and windows, drain water from piles, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shill comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 a vailable 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 provided in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mc.tcage 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. Under will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount

ILLINOIS - Single Family - Famile MacFreddie Mac UNIFORM INSTRUMENT
© 2004-2020 Compliance Systems, LLC 44047de-68cf9277 - 2020.78.0.2
Single Family Real Estate - Security Instrument DL2047

Page 7 of 14

2110401133 Page: 9 of 18

UNOFFICIAL COPY

and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characte 12th d as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not at fact the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgag. Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain unclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to estoration or repair of the Property, if the restoration or repair is economically feasible and Lender's socurity is not lessened. During such repair and restoration period, Lender shall have the right to ho'd suc'. 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 promotly. 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 in terest 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 Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured

HLLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
© 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2
Single Family Real Estate - Security Instrument DL2047

.....

Form 3014 1/01

Page 8 of 14



2110401133 Page: 10 of 18

UNOFFICIAL COPY

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Inst unient. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precly des forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair c_{x} ne Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument gran ed by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the haping of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commerce 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 dear and made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by render 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.

ILLINOIS - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL2047

Form 3014 1/01

www.compliancesys



2110401133 Page: 11 of 18

UNOFFICIAL COPY

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, fo bear or make any accommodations with regard to the terms of this Security Instrument or the Note with out 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 Lender, shall obtain an of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released for a Borrower's obligations and liability under this Security Instrument unless Lender agrees to such releast in writing. The covenants and agreements of this Security Instrument shall bind (except as provided ir. Section 20) and benefit the successors and assigns of Lender.

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges callected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such ban charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 2 y sums already collected from Borrower which exceeded permitted limits will be refunded to Borrov er. 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 pratial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 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 Secu.ity Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borraver shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. I've rotice address shall be the Property Address unless Borrower has designated a substitute notice a diress by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated not be a ldress under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated a 10' er 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.
- 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

Page 10 of 14

www.compliancesystems.com



2110401133 Page: 12 of 18

UNOFFICIAL COPY

Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include c'rrysponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to trke 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 incrests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement the intent of which is the transfer of title by Borrower at a future date to a

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 day; from the date the notice is given in accordance with Section 15 within which Borrower must pay all sur s secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or comand on Borrower.

- Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Sec...ty Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any drault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation it es, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to as are that Lender's interest in the Property and rights under this Security Instrument, and Borrower's b igation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sum, and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) c wified check, bank check, treasurer's check or cashier's check, provided any such check is drawn up in an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to



2110401133 Page: 13 of 18

UNOFFICIAL COPY

Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and hereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Bor o ver nor Lender may commence, join, or be joined to any judicial action (as either an individual litigar t or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party leroto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be de med to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice 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 solvence, resterials 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, safe yor environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, o. (a) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, heardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, done ad, lawsuit or other action by any governmental or regulatory agency or private party involving the Frederity and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, colease 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,

Page 12 of 14

ILLINOIS - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL.2047

Form 3014 1/01

. The first thin 1904 state state see that he first she she can the real state she she she she she she

2110401133 Page: 14 of 18

UNOFFICIAL COPY

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:

- 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 srecify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 day, from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' ters and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrowe, "ball 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 and or Applicable Law.
- 24. Waiver of Homestead. In accordance with Ulinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois hor teste id 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 preferests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding be able to obtain on its

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants untained in all pages of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Garrett M Corbett

Date

folly M Hills

- ----

www.compliancesystems.com

ILLINOIS - Single Family - Famle Mae/Freddie Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL2047

Page 13 of 14

2110401133 Page: 15 of 18

UNOFFICIAL COPY

		INDIVIDUAL	ACKNOWLEDGMENT	
STATE OF	ILLINOIS)		
COUNTY OF	COOK	3		
2021. In witnes My commission A to be seen	ss whereof, I here	eunto set my hand ar KFT (a) The of Bilinois	And my official seal.	ne on February 8
NMLS COMP LOAN ORIGI	NATOR COMPA PANY IDENTIFI NATOR NAME: NATOR IDENT	ER: 400039 : Jim W. Graszl	American Savings Bank, FSB) Se.
Jessica Stuart	an Savings Bank		When Recorded Return to: Transtar National Title 2301 W. Plano Pkwy, #105	Co

THIS INSTRUMENT PREPARED BY: Jessica Stuart North American Savings Bank, FSB 903 E 104th St Suite 400 Kansas City, MO 64131

2301 W. Plano Pkwy, #105 Plano, Texas 75075 888-766-8500 File # 41946

ILLANOIS - Single Family - Fannie MacFreddie Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC 440447dc-68ef9277 - 2020.78.0.2 Single Family Real Estate - Security Instrument DL2047

Page 14 of 14

Farm 3014 1/01



2110401133 Page: 16 of 18

UNOFFICIAL COPY

NMLS COMPANY IDENTIFIER: 400039 NMLS ORIGINATOR IDENTIFIER: 415057

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 8th day of February, 2021, and is incorporated into and shall to deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the under, end ("Borrower") to secure Borrower's Note ("Note") to North American Savings Bank, FSB ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

2717 West Dakin Street, Chicago, Illinois 60618

The Property Address is a part of a planned unit development ("PUD") known as

River Park North

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

- A. PUD Obligations. Borrower shall per form all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owner's Association; and (iii) any by-laws or other rules or regulations of the Owner's Association. Bor ower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners As occation maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Pr perty which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible I we's), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other nazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:
- Lender waives the provision in Section 3 for the Period's 2 syment to Lender of the yearly premium installments for property insurance on the Property; and
- Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the C wne's Association policy.

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of ceverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or to the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be

MULTISTATE PLANNED UNIT DEVELOPMENT RIDER - Single Family - Famile Mae/Freddie Mae UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC e20d/7653-8b7292ea - 2020.2.0.2. Multistate Planned Unit Development Rider - DL2053 Page 1 of 2



2110401133 Page: 17 of 18

UNOFFICIAL COPY

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emine. t domain;
- any amendment to any provision of the Constituent Documents if the provision is for the express benefit of (ii) Lender;
- (iii) termination of rrofessional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

BY SIGNING BELOW, Borrower a cepts and agrees to the terms and covenants contained in this PUD

Garrett M Corbett

Solly Cloth?

THIS INSTRUMENT PREPARED BY: Jessica Stuart North American Savings Bank, FSB 903 E 104th St Suite 400

Kansas City, MO 64131

AFTER RECORDING RETURN TO: Document Control North American Savings Bank, FSB 903 E 104th St Suite 400

Kansas City, MO 64131

MULTISTATE PLANNED UNIT DEVELOPMENT RIDER - Single Family - Pannie Mac/Fraudie Mac UNIFORM INSTRUMENT © 2004-2020 Compliance Systems, LLC c20d/653-8b7292ca - 2020-2.0.2
Multistate Planned Unit Development Rider - DL2030 Page 2 of 2

Form 3150 L/01

2110401133 Page: 18 of 18

UNOFFICIAL COPY

EXHIBIT A - Legal Description

All that certs in parcel of land situate in the City of Chicago, County of Cook and State of Illinois bounded and described as follows:

Parcel A: That part of the Northeast Quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the Northeast Quarter of Section 24 aforecaid; thence North 89 degrees 19 minutes 27 East, along the North line, thereof, 269.94 feet to the Northerly extension of the West line of Lot 2 in the Subdivision of Block 4 and that part of Block 5 lying West and North of the center line of the Chicago River in Kinzie's Subdivision of the Northeast Quarter of Section 24, aforesaid; thence South 01 degrees 31 minutes 40 seconds East, 50,00 feet along said Northerly extension to the South line of Irving Park Road; thence North 89 degrees 19 minutes 27 second. East, along said South line, 101.66 feet; thence South 00 degrees 40 minutes 33 seconds East, 61.12 to et thence Easterly 6.39 feet along the arc of a click having A radius of 10.50 feet convex to the South and whose chord bears South 73 degrees 15 minutes 04 seconds East a distinct of 6.29 feet; thence South C0 degrees 40 minutes 33 seconds East, 32.00 feet; thence North 89 degrees 19 minutes 27 seconds East, 57.67 feet to the point of beginning thence North 89 degrees 19 minutes 27 seconds East, 57.67 feet to the point of beginning thence North 89 degrees 19 minutes 27 seconds East, 57.67 feet to the point of beginning thence North 60 degrees 40 minutes 33 seconds West, 80.00 feet to the point of beginning in Cook County. Illinois.

Parcel B: Easements for the benefit of Parcel A as cleated by Declaration of Covenants, Covenants, Restrictions and Easements for River Park North Homeowner's Association recorded April 28, 2005 a document number 0511812274 made by Irving Park Development, LLC, an abidois limited liability company, as declarant, for access, Ingress and Egress, as more fully described therein and according to the terms set forth therein.

Tax id#: 13-24-200-054-0000

Being the same property as transferred by deed dated 05/16/2013, recorded 06/04/2013, from Diego M. Negro and Darcy L. Negro, husband and wife, to Michael D. Taback and Mia Stillman Taback, husband and wife, as tenants by the entirety, recorded as Instrument #: 1315501099.

Being further conveyed by deed dated 05/29/2019, recorded 06/27/2019, from Michael D. Taback and Mia Stillman Taback, husband and wife, to Garrett M. Corbett, a single man and Holly M. Hills, a single woman, not as tenants in common, but as joint tenants, recorded as Instrument #: 1917846164