Illinois Anti-Predatory **Lending Database** 

Program
Acquest Title Services, LLC Certificate of Compliance Doc#. 2129940302 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/26/2021 11:46 AM Pg: 1 of 16



Report Mortgage Fraud 844-768-1713

2021090262 The property identified as.

PIN: 04-28-206-027-0000

Address:

Street:

2009 SAIPAN DR.

Street line 2:

City: GLENVIEW

Lender: Provident Funding Associates, L.P.

Borrower: Sammy Sohn and Nalae Sohn

Loan / Mortgage Amount: \$178,000.00

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

Certificate number: 80548230-0162-4E32-9FC1-B6077DB1F517

Execution date: 10/12/2021

2129940302 Page: 2 of 16

### **UNOFFICIAL COPY**

After Recording Return To-PROVIDENT FUNDING ASSOCIATES, L.P. 1235 NORTH DUTTON AVE, SUITE E SANTA ROSA, CA 95401 Loan No 3831090415

<b>/</b> -		
10_		
~ /^/		
ISpace Abe	ove This Line For Recording Data]	
	TAODEC A CIE	
	MORTGAGE	
(),c	MIN	1000179-3831090415-6

#### **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 usinge of words used in this document are also provided in Section 16

- (A) "Security Instrument" means this document, which is dated 10/12/2021, together with all Riders to this document (B) "Borrower" is SAMMY SOHN AND NAVAL SOHN, HUSBAND AND WIFE Borrower is the mortgagor under this Security Instrument
- (C) "MERS" is Mortgage Electronic Registration System., Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

  (D) "Lender" is PROVIDENT FUNDING ASSOCIATES, L.P. Lender's a LIMITED PARTNERSHIP organized and existing under the laws of CALIFORNIA. Lender's address in 375 GREENTREE RD, SEVEN
- PARKWAY CENTER, STE 220, PITTSBURGH, PA 15220
- (E) "Note" means the promissory note signed by Borrower and dated 12/12 2021 The Note states that Borrower owes Lender ONE HUNDRED SEVENTY EIGHT THOUSAND AT. D 30/100 Dollars (U S \$178,000 00) plus interest. Borrower has promised to pay this debt in regular Perior's. Payments and to pay the debt in full not later than 11/1/2031
- "Property" means the property that is described below under the heading "Trar sfer of Rights in the Property" (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

Borrower Initials A Form 3014 1/01 (page 1 of 12 pages) ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 0010IL doc - 5/21/2002 3.45 PM

p - 10/7/2021

2129940302 Page: 3 of 16

# **UNOFFICIAL COPY**

(H) "Riders" means all Riders to this Security Instrument that are	executed by Borrower The following Riders
are to be executed by Borrower [check box as applicable]	
() Adjustable Rate Rider () RiderBalloon Rider () 1-4 Family Rider () Biweekly Payment Rider	( ) Second Home Rider ( ) Other(s)
(f) "Applicable Law" means all controlling applicable federal, strand administrative rules and orders (that have the effect of law) is judicial opinions.  (J) "Communio A sociation Dues, Fees and Assessments" means that are imposed on Portower or the Property by a condominium as organization.  (K) "Electronic Funds frinsfer" means any transfer of funds, other or similar paper instrument, which is initiated through an electronic magnetic tape so as to order, instruct, or authorize a financial institutional paper instrument, which is initiated through an electronic magnetic tape so as to order, instruct, or authorize a financial institutional paper instrument to, you t-of-sale transfers, automated tell telephone, wire transfers, and automated clearinghouse transfers.  (L) "Escrow Items" mean those items that are described in Section 3.  (M) "Miscellaneous Proceeds" mean any compensation, settlement third party (other than insurance proceeds and under the coverages destruction of, the Property, (ii) condemnation or or other taking of all lieu of condemnation, or (iv) misrepresentations of foor omissions as to (N) "Mortgage Insurance" means insurance protecting Lender against the proceeding and the proceeding and the plus (ii) any amounts under Section 3 of this Security Listrument.  (P) "RESPA" means the Real Estate Settlement Procedures Act (if regulation, Regulation or regulation that governs the same stores of the same stores of legislation or regulation that governs the same stores of even if the Loan does not qualify as a "federally regulated mortgage for the content of the property is the same stores of the same stores.	ate and local statutes, regulations, ordinances as well as all applicable final, non-appealable is all dues, fees, assessments and other charges association, homeowners association or similar in than a transaction originated by check, draft, terminal, telephonic instrument, computer, or ation to debit or credit an account. Such termiler machine transactions, transfers initiated by any described in Section 5) for (i) damage to, or or any part of the Property, (iii) conveyance in the value and/or condition of the Property gainst the nonpayment of, or default on, the die for (i) principal and interest under the Note, are for (i) principal and interest under the Note, are for (ii) principal and interest under the Note, are for (iii) ended from time to time, or any additional or matter. As used in this Security Instrument, in regard to a "federally related mortgage loan" in under RESPA taken title to the Property, whether or not that
ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT	Form, 3014 1/01 (page 2 of 12 pages)
0010IL.doc 5/21/2002 3.45 PM Borrower Initials P 10/7/2021	<u>// ///</u>

2129940302 Page: 4 of 16

### UNOFFICIAL COPY

#### 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 (11) 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

LEGAL LESCAIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". PLANNED UNIT DEVELOPMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 2009 SAIPAN DR **GLENVIEW, ILLINOIS 60026** ("Property Address"

TOGETHER WITH all the imployements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or herea ter 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 understands and agrees that MERS pulls only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply vith law or custom, MERS (as nominee for Lender and 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

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as frilo vs

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items purs unt to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency Howeve, if my 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 In an nent be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) cerufied check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution wnose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Noise or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT NSTRUMENT Form 3014 1/01 (page 3 of 12 pages)
Borrower Initials

P = 10/7/2021

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 principal 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 described in this Section 2, all payments accepted a dapplied by Lender shall be applied in the following order of priority. (a) interest due under the Note, (b) principal use under the Note, (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges, second to any other amour is due under this Security Instrument, and then to reduce the principal balance of the Note

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

Any application of paymer's, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the dividite, or change the amount, of the Periodic Payments

assessments and other items which can attain prority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground tent on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Property Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mcrtgare Insurance premiums in accordance with the provisions of Section 10 These items are called "Escrow Items" At origination or at any time during the term of the Loan, Lender may require that Community Association Due: Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section Borrower shall play Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at a y ime. Any such waiver may only be in writing In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a vovenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9 If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay he amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrover 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, Borrewer 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 per nit i ender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender con require under RESPA Lender shall estimate the amount of Funds due on the basis of current data and reas ne'ne 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, ins rui ientality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal tiome Loan Bank Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender can agree

ILLINOIS-Single Family-Famnie Mac/Freddie Mac UNIFORM INSTRUMENT

6010ILdoc 5/21/2002 3 45 PM

Borrower Initials

Form 3014 1/01 (page 4 of 12 pages)

in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to 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 twelve 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, by in no more than twelve monthly payments
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any runds held by Lender

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property we ch 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, Bor over shall pay them in the manner provided in Section 3

Borrower shall premptly discharge any len which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while the proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that my part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Dorrever a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the ben or take one or more of the actions set forth above in this Section

Lender may require Borrower to pay a no-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change at the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Leader's right to disapprove Borrower's choice, which right shall not be exercised unreasonably Lender may require Lorrower 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 critification. Borrower shall also be responsible for the payment 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 Borro ver

If Borrower fails to maintain any of the coverages described above, Lender riay obtain insurance coverage, at Lender's option and Borrower's expense Lender is under no obligation to purchas; any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not project Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secure 1 v this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment

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

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

NSTRUMENT Form 3014 1/01 (page 5 of 12 pages)

Borrower Initials

0010IL.doc 5/21/2002 3:45 PM P 10/7/2021

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in witing 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 of 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.

If Borrower abancons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, ther I ender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (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 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 sixty days after the execution of this Scirity 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 maintan the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless the determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the resurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's kincideded or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) Lie : s a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under the Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property Lender's actions can include, but are not limited to (a)

,		Form 3014	1/01 (page 6 of	12 page	
0010IL doc 5/21/2002 3 45 PM	Borrower Initials	M	$M_{\perp}$		

0 10/7/2021

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Section 1 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 the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires lee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

10. Morigage Insurance as a condition of making the Loan, Borrower shall pay the promiums 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 at d 3orrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Boxower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage ... not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments of a non-refundable loss reserve in lieu of Mortgage Insurance Such loss reserve shall be non-refundable, notwithstunding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or savings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance of 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 the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender por Aing for such termination or until termination is required by Applicable Law Nothing in this Section 10 affects be rower's obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed Borrower is not a par y 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 1.8008. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source 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 insuicer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) and unts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in each nige for sharing or modifying the mortgage insurer's risk, or reducing losses if such agreement provides that an efficiency takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer. In arrangement is often termed "captive reinsurance" Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has— if any— with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM I	NSTRUMENT	,	Form 3014 1/01	(page 7	of 12 page
0010IL doc 5/21/2002 3:45 PM P 10/7/2021	Borrower Initials	<u>_</u>	<u> </u>		

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

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sum's 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 Miscellan our Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower

In the event of a partial taking, destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction or loss in value, unless Borrower and Lender otherwise agree in writing, the Mis cellaneous Proceeds shall of a pplied 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 rettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender, a cuthorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sur is ecured 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, which civil or criminal, is begun that, in Lender's judgement, could result in forfeiture of the Property or other in aterial impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure for a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

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

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums sected by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this

LLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM I	NSTRUMENT	Form 3014 1/01	(page 8 of 12 pages
0010IE.doc 5/21/2002 3:45 PM	Borrower Initials	<u>~~</u>	

2129940302 Page: 10 of 16

### UNOFFICIAL COPY

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, 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 n writing, and is approved by Lender, 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 Lender agrees to such please 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 Leader

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected 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 necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to mak this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or lot a prepayment charge is provided for under the Note) Borrower's acceptance of any such refund made by direc pryrient to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overchar's.

- 15. Notices. All notices given by Borrov/er or Lender in connection with this Security Instrument must be in writing Any notice to Borrower in connection wit this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when a vally delivered to Borrower's notice address if sent by other means Notice to any one Borrower shall constitute n tic; to all Borrowers unless Applicable Law expressly requires otherwise The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promply, p.s.fy Lender of Borrower's change of address If Lender specifies a procedure for reporting Borrower's change of a d ess, 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 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 another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender If any notice required by this Security Instrument is also required vicer Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security in Triment

  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 r ghts and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicani: 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 o claise of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provis co... 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 mear, and corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any ac". It. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM 1	NSTRUMENT	Form 3014	1/01 (page	9 of 12 pages)
0010H_doc 5/21/2002 3.45 PM n 10/7/2021	Borrower Initials	N		

2129940302 Page: 11 of 16

## **UNOFFICIAL COPY**

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

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

- shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Aprincible Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing for Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenar's or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender rialy reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank chark, reasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insulad 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 No ice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other nic tgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might of 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 ansister of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchase, of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM I	/_	Form 3014	1/01 <i>(p</i>	age 10 of 12 page
00101L.doc - 5/21/2002 3:45 PM P - 10/7/2021	Borrower Initials	<u>[N]</u>		

2129940302 Page: 12 of 16

### UNOFFICIAL COPY

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 threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental 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 that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by an governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Envi on mental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not hand to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property If Bo ower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal of other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly the all necessary remedial actions in accordance with Environmental Law herein shall create any obligation on Lender for an Environmental Cleanup

- NON-UNIFORM COVENANTS Rorrower 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 of approximately covenant in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law are vides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a (at), not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and 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 fire losure. 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 in foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incv.r d in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Lecurity Instrument, Lender shall release this Security Instrument Borrower shall pay any recordation costs Lender my of arge 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 Borrover 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 nakes or any claim that is made against Borrower in connection with the collateral Borrower may later cancel any increased 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 vill be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM L	NSTRUMENT	Form 3014 1/	01 (page 11 of 12 pages)
00101C.doc 5/21/2002 3-45 PM P 10/7/2021	Borrower Initials <u>M</u> _	<u> </u>	

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

Witnesses	
	1. (Seal)
	SAMMY SOHN
	(Seal)
0	
	(Seal)
2	(Seal)
Oje	mm 500
0	NALAE SOHN
	LE DGEMENT
STATE OF HINOIS & New Tersey Con	tary Puol.c n and for said county and state, do hereby
I, Veffe Hernander, a No certify that SAMMY SOHN, NALAE SOHN	tary Puol.c n and for said county and state, do hereby
	C
	name(s) subscribed to the foregoing instrument, appeared he\she\they signed and deliver a the said instrument as uses therein set forth
Given under my hand and official seal, this day	of October 12, 2021
(	Nullary Public Lee 2009
My Commission expires 9/28/2025	CV
This instrument was prepared by	YVETTE HERNANDEZ Notary Public - State of New Jersey My Commission Expires Sep 28, 2025
ILLINOIS—Single family—Fannie Mae/Freddie Mac UNIFORM INSTR	UMENT Form 3014 1/01 (page 12 of 12 pages)
0010IL.doc 8/22/2001 11 41 AM g 10/7/2021	
Loan Origination Company Doil Kim Inc (NMLS ID # 893511) Loan Originator Doil Kim (NMLS ID # 233422)   Creditor Provident I	Funding Associates, L.P (NMLS ID # 3821)

2129940302 Page: 14 of 16

#### UNOFFICIAL COPY

#### PLANNED UNIT DEVELOPMENT RIDER

Loan No 3831090415

THIS PLANNED UNIT DEVELOPMENT RIDER 18 made 10/12/2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PROVIDENT FUNDING ASSOCIATES, L P (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

#### 2009 SAIPAN DR GLENVIEW, IL 60026 (Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain contrion areas and facilities, as described in covenants, conditions, and restrictions (the "Declaration") The Property is a part of a planned unit development known as

WESTGATE AT THE GLEN (Name of Planned Unit Development)

(the "PUD") The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common are is and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and ag. of a. follows

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents The "Constituent Documents" are the (1) Dec aration, (11) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and (111) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when lue, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance then (i) Lender was ves the provision in the Section 3 for the yearly payment to Lender of the yearly premium installments for property insurance on the Property, and, (ii)

Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

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 hazard insurance proceeds in lieu of restoration or repair iollowing a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are facilities and shall be paid to Lender Lender shall apply the proceeds to the sums secured by the Securic 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 insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Page 1 of 2
Borrowers Initials
Borrowers Initials // //

10/7/2021

- 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 the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination or the PUD, except in abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, (ii) any amendment to any provision of the "Constituent Do un ents" if the provision is for the express benefit of Lender, (iii) termination of professional management and as un prior 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 30 rower does 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts a id a grees to the terms and provisions contained in this PUD Rider

NALAE SOHN	(Ser I) /- (Ser I) SAMMY SOHN (Ser II)	eal
	(Seal)(Seal)	eal)
		eal)
	(Seal)(Seal)	eal)
	0,50	
	Co	

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Page 2 of 2

2129940302 Page: 16 of 16

# **UNOFFICIAL COPY**

#### **EXHIBIT A**

The Land referred to in this Commitment is described as follows:

The North 24 13 feet of the South 55.60 feet of Lot 42 in Westgate at the Glen Phase 1, being a subdivision of part of the Northeast 1/4 of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded January 16, 2015 as document number 1501629107, in Cook County, Illinois.

PIN 04-28-206-027-0000

FOR INFORMATION PURPOSES ONLY THE SUBJECT LAND IS COMMONLY KNOWN AS: 2009 Saipan Drive Glenview, IL 60026