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Karen A. Yarbrough Cook County Clerk

Date: 12/07/2021 04:03 PM Pg: 1 of 16

Illinois Anti-Predatory Lending Database Program

Certificate of Compliance



Report Mortgage Fraud 844-768-1/13

The property identified as:

PIN: 15-08-234-091-0000

Address:

Street:

321 HYDE PARK AVE

Street line 2:

City: BELLWOOD

State: IL

ZIP Code: 60104

Lender: Guaranteed Rate, Inc.

Borrower: Yasmicka Hare, a single woman

Loan / Mortgage Amount: \$171,830.00

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. TO OFFICE

21 G5C 173 BXZP

Chicago Title

Certificate number: 60D314D9-84B3-4901-9FFC-23FE7A4C4038

Execution date: 11/12/2021

2134128100 Page: 2 of 16

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This Instrument Prepared By: Erin Milner 3940 N RAVENSWOOD CHICAGO ILLINOIS 60613

After Recording Return To: GUARANTEED RATE, INC. 4410 N. RAVENSWOOD AVE. CHICAGO, ILLINOIS 60640 Loan Number: 213575667

ISpace	Ahove	This	Line	For	Recording	Data]	
Suace	TOUVE	4 1 11 15				-	

FHA Case No: 703 138-1458777-

MORTGAGE

MERS Phone: 888-679-6377 MIN: 1001963990: 0805335

DEFINITIONS

Words used in multiple sections of his document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated with all Riders to this document.

NOVEMBER 12, 2021

, together

SINGLE WOMAN (B) "Borrower" is YASMICKA HARE,

Borrower is the mortgagor under this Security Instrume it.

(C) "MERS" is Mortgage Electronic Registration Syste as. 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 Deceware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

GUARANTEED RATE, INC. (D) "Lender" is

DELAWARE CORPORATION Lender is a DELAWARF and existing under the laws of Lender's address is 3940 N RAVENSWOOD, CHICAGO, ILLINOIS 60613 organized

NOVEMBER 12, 2021 (E) "Note" means the promissory note signed by Borrower and dated The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-ONE THOUS, 2.0 EIGHT HUNDRED Dollars (U.S. \$ 171,830.00 THIRTY AND 00/100

ILLINOIS FHA MORTGAGE - MERS ILMTGZ2.FHA 12/27/17

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Page 1 of 13

plus interest. Borrower has promised to pay this debt in a	egular Periodic Payments and to pay the debt in full not later
than DECEMBER 1, 2051 (F) "Property" means the property that is described by "Loan" means the debt evidenced by the Note, ph	clow under the heading "Transfer of Rights in the Property." is interest, late charges due under the Note, and all sums due
under this Security Instrument, plus interest. (H) "Riders" means all Riders to this Security Instrumto be executed by Borrower [check box as applicable]:	ent that are executed by Borrower. The following Riders are
Planned	Unit Development Rider
☐ Adjustable Rate Rider ☐ Planned ☐ Condominium Rider ☐ ☑ Other(s)	[specify] Fixed Interest Rate Rider
11 - antrolling amplicah	le federal, state and local statutes, regulations, ordinances and
administrative rules and orders (that have the effect of	I law) as well as all applicable 2012, 200 477
that are imposed on Pon ower or the Property by a co	ssments" means all dues, fees, assessments and other charges ondominium association, homeowners association or similar
or similar paper instrument, which is initiated through magnetic tape so as to order, instruct, or authorize a includes, but is not limited to, point of sale transfers telephone, wire transfers, and automated clearinghous	
third party (other than insurance proceeds of a under destruction of, the Property; (ii) condemnation or the lieu of condemnation; or (iv) misrepresentation of, (N) "Mortgage Insurance" means insurance protect (O) "Periodic Payment" means the regularly scheme.	the coverages described in Section 5) for: (i) damage to, or the coverages described in Section 5) for: (i) damage to, or er taking of all or any part of the Property; (iii) conveyance in omissions as to, the value and/or condition of the Property. Ing. Lender against the nonpayment of, or default on, the Loan. The language of the Property of the
(P) "RESPA" means the Real Estate Settlement Pregulation, Regulation X (12 C.F.R. Part 1024), as to successor legislation or regulation that governs the same factor to all requirements and restrictions that are important.	hey might be amended from time to time, or any additional or ne subject matter. As used in this Security Instrument, "RESPA" osed in regard to a "federally related mortgage loan" even if the
Loan does not qualify as a "federally related mortga" (Q) "Secretary" means the Secretary of the United	States Department of Housing and Urban Development or his
 designee. (R) "Successor in Interest of Borrower" means an party has assumed Borrower's obligations under the 	y party that has taken the to the Property, whether or not that Note and/or this Security Instrument.
party has assumed Borrower's obligations under the	T_{a}^{\prime}
	(C)
WUNDER THE MORTGAGE - MERS	☆DocMagic

2134128100 Page: 4 of 16

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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, with power of sale, the following described property located in the

COUNTY

Cook

[Name of Recording Jurisdiction] [Type of Recording Jurisdiction] SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 15-08-234-091-0000

which currently has it, a ldress of 321 HYDE PARK AVE

Illinois

[Street] 60104

("Property Address"):

[City]

BELLWOOD

{Zip Code}

TOGETHER WITH all the or provements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hersufter a part of the property. All replacements and additions shall also be covered by this Security Instrument. A 1 of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS rolds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with the or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of mose interests, including, but not limited to, the right to forcelose 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 law ul y 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 covercans for regional use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrumen covering real property.

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

Payment of Principal, Interest, Escrow Items, and Late Charges For ower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as p yment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all so or equent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender:

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(a) eash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, 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 in a Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Nortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead c, the monthly mortgage insurance premiums;

Second, to any tries, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

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

3. 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 um (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can add in 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) Me trage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of are monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be scrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lei der all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items uniess Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's chi gation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the c ent of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Item. 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 Instrum, at as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, the uant 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 any cur. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required ander this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permi Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender var to quire under RESPA.

ILLINOIS FHA MORTGAGE - MERS LMTGZ2.FHA 12/27/17

Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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 short go 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.

Upon paymer cir full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

any Funds held by Lettle.

4. Charges; Lieus Dorrower 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 provide in the manner provided in Section 3.

Borrower shall promptly decide ge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings, which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender such a dinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set form above in this Section 4.

5. Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included when in 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 production of the Loan. The insurance carrier providing the pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking carrices; or (b) a one-time charge for flood zone determination services and subsequent charges each drup temppings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency 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, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not project Parrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and right provide greater

ILLINOIS FHA MORTGAGE - MERS ILMTGZ2,FHA 12/27/17

or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from 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 additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance 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 in pection 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 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 of 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 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, 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 acquire: the Troperty 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 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 determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property, in pections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not eccuromically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. It insurance or condemnation proceeds are paid in connection with damage to 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 consplice. If the insurance or

ILLINOIS FHA MORTGAGE - MERS ILMTGZ2.FHA 12/27/17

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.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower'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 tails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding the count significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has mority 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 bord 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 a 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 c, 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 a terest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Sorrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall 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.

10. Assignment of Miscellaneous Proceeds; Forfeix cc. 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 complicient to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

ILLINOIS FHA MORTGAGE - MERS ILMTGZ2,FHA 12/27/17

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 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 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 3) days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to estoration 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 refault if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in for himre of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by consing 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 vo. applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by fais Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original bear were 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.

12. Joint and Several Liability; Co-signers; Successors and As igns 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 ans 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 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in 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 abligations and liability

ILLINOIS FHA MORTGAGE - MERS |LMTGZ2,FHA 12/27/17

under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. 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 make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance chary 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.

14. Notices All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any no ice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when my deal by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any (see Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrowe's shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borr wer's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument 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 ar other address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deeme to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is as required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rule 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 Secu ity Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a pro ab tion 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 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 congation to take any action.

- 16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrows: As used in this Section 17, "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 cont.act or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transcreed (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without 1-inder's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

ILLINOIS FHA MORTGAGE - MERS LMTGZ2.FHA 12/27/17

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 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure precedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement arms and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) or fifted check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstalement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration and occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.
- 19. Sale of Note; Change A Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument,) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known 2. the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and perferms other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.
- 20. Borrower Not Third-Party Beneficiary to Contract of Insurance. 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 acknowledges and agrees that the Borrower is not a first party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.
- 21. Hazardous Substances. As used in this Section 21: (a) "Hazar ous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental L.v and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and he bicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any T cardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not dc, v x allow anyone else

ILLINOIS FHA MORTGAGE - MERS

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 any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any 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 Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation or Lender for an Environmental Cleanup.

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be concil; 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 Propert. 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 preclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may experie immediate payment in full of all sums secured by this Security Instrument without further demand and way foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurved in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees at a costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinoic 'av', the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unle s 'sorrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, funder may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later can 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 and the 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 FHA MORTGAGE - MERS ILMTGZ2.FHA 12/27/17

2134128100 Page: 13 of 16

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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.

-Borrower

Proberty of Cook County Clerk's Office Witness

ILLINOIS FHA MORTGAGE - MERS |LMTGZ2.FHA 12/27/17

2134128100 Page: 14 of 16

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[Space Below This Line For Acknowledgment]
State of ILLINOIS) State of Cook)
I
Yasmicka Hare
(name of grantor, and if acknowledged by the spouse, his or her name, and add "his or her spouse") personally known of the to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth. Dated: NOVEMBER 22, 2021 OFFICIAL SEAL Teresa Aluise NOTARY PUBLIC, STATE OF ILLINOIS 8 My Commission Expires 12/30/24 (Seal) Loan Originator: Lee Hardin, NMLSR ID 707780 Loan Originator Organization: Guaranteed Rate, Inc., NMLSR ID 2411.
ILLINOIS FHA MORTGAGE - MERS ILMTGZ2.FHA 12/27/17

2134128100 Page: 15 of 16

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EXHIBIT "A"

Order No.: 21GSC173023LP

For APN/Parcel ID(s): 15-08-234-091-0000

THE SOUTH 2.17 FEET OF LOT 31 AND LOT 30 (EXCEPT THE SOUTH 9.32 FEET THEREOF) IN BLOCK 3 IN HULBERTS ST. CHARLES ROAD SUBDIVISION BEING A SUBDIVISION IN THE NORTHERS. T. M. OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2134128100 Page: 16 of 16

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Loan Number: 213575667

FHA FIXED INTEREST RATE RIDER

FHA Case No.: 138-1458777-703

Date: NOVEMBER 12, 2021

Lender: GUARANTEED RATE, INC.

Borrower: Yasmicka Hare

THIS FIXED INTEREST RATE RIDER is made this 12th day of NOVEMBER, 2021 and is interporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note (the "Note") of een date herewith, to GUARANTEED RATE, INC.

(the "Lender"), covering the Property

described in the Security Instrument and located at:

321 HYDE PARK AVE, BELLWOOD, ILLINOIS 60104 [Property Address]

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

Notwithstanding anything to the contrary set forth in the Security Instrument, Borrower and Lender hereby agree to the following:

Borrower owes Lender the principal sam of ONE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED THIRTY AND 00/100 Dollars (U.S. \$ 171,830.00 3.000 %. at the rate of

__(Seal)

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

icka Hare -Borrower

ILLINOIS FHA FIXED INTEREST RATE RIDER ILFHAFIR.RDR 09/03/19

☆ LocMagic

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