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DEPT-01 RECORDING 443.00
150012 TRAN 5455 06/10/97 11:52:00
42186 CG # -97-410795
COOK COUNTY RECORDER

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Lender submitting the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which has a lien priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 flood or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

If loss to the Property and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 10 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin when the notice is given.

If loss to the Property and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments set forth in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and a reinstatement, as provided in paragraph 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for administration or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, or to obtain mortgage insurance substantially equivalent to the one in effect of the mortgage insurance previously in effect, to the extent of the mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the sum of the monthly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept such payments as a loan reserve in lieu of mortgage insurance. Loan reserve payments may not be required if approved in writing by Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by another insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to obtain mortgage insurance in effect, or to provide a loan reserve, until the requirements for mortgage insurance are met in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, resulting from any condemnation or other taking of any part of the Property, or for any expense in lieu of a taking of any part of the Property, shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds of the taking. In the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 Lender is unable to make an award or settle a claim for damages, Borrower fails to respond to Lender within 60 days after the notice is given, Lender is authorized to collect and apply the proceeds of any condemnation or other taking of any part of the Property to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal due to the taking of the property shall be applied to the due date of the monthly payments referred to in paragraphs 1 and 2, in the order of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Succession of the law, or any modification of any provision of the sums secured by this Security Instrument granted by Lender, or any change of interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest to enforce the terms of the payment or otherwise modify amortization of the sums secured by this Security Instrument, or to enforce any judgment made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in enforcing the terms of the Note or remedy shall not be a waiver of or preclude the exercise of any rights or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The obligations and obligations under this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, and the provisions of paragraph 17. Borrower's contracts and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument and is jointly and severally obligated to pay the sums secured by this Security Instrument, and (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument without the Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which imposes a charge, 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 charges shall be reduced to the permitted limits necessary to reduce the charge to the permitted limit; and (b) any sums already collected in excess of the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal due under the Note or by making a direct payment to Borrower. If a federal federal principal the reduction will be made by a partial prepayment without any prepayment charge under the Note.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be mailed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be mailed to the

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first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

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

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 delivered or mailed 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. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) before sale of the Property pursuant to any power of sale contained in the Security Instrument, or (b) entry of a judgment enforcing this 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 contract or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note is a part of the Note (together with this Security Instrument) may be sold one or more times with or without notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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 use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, herbicides and pesticides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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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 institute after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and provided together with this Security Instrument, the contents and agreements of each such rider shall be incorporated into and shall amend and supplement the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Construction Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Completed Payment Rider | <input type="checkbox"/> First Out Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Follow-up Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input checked="" type="checkbox"/> Other(s) (Specify) LEGAL DESCRIPTION RIDER | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and provided with it.

Witnesses:

Willie Huggins Jr (Seal)
WILLIE HUGGINS JR

Deborah Huggins (Seal)
DEBORAH H HUGGINS

(Seal)
Borrower

STATE OF ILLINOIS

1st County

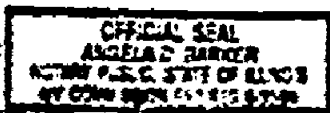
I, *Willie Huggins Jr*
certify that WILLIE HUGGINS JR AND
DEBORAH H HUGGINS HUSBAND AND WIFE

is a Notary Public in and for said county and state of Illinois

personally known to me to be the same person whose
signature(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me
that he or she signed and delivered the said instrument as their free and voluntary act, for the purposes and terms
therein set forth.

Given under my hand and official seal, this 11th day of JULY, 2006

My Commission Expires:



Angela D Beck
Notary Public

This instrument was prepared by:

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STREET ADDRESS: 4142 SOUTH PINE AVE DEPT 5
CITY: CHICAGO COUNTY: COOK
TAX NUMBER

LEGAL DESCRIPTION:

UNIT 5 1/2 UNIT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE

LOTS 17, 18 AND 19 IN BLOCK 1 IN J. YOUNG SCHEW'S SOUTH PINE BOULEVARD SUBDIVISION
THE PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, WHICH UNIT IS ATTACHED AS UNIT "B" TO THE DECLARATION OF CONDOMINIUM
RECORDED AS DOCUMENT 96528034 TOGETHER WITH ITS INDIVIDUAL PARTENERSHIP INTEREST IN THE
COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22ND day of JULY, 1996, 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

FIRST CHICAGO TRUST MORTGAGE COMPANY, A DELAWARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 6142-40 SOUTH KING DRIVE, UNIT 05 CHICAGO, ILLINOIS 60616

(Property Address)

The Property includes, and in, together with an undivided interest in the common elements of, a condominium project known as

KING DRIVE CONDOMINIUMS

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the use, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then

(i) Lender waives the provision in Uniform Covenant 2 for the monthly premium to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, 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 Uniform Covenant 10.

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(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 of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium 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 State rate and shall be payable, with interest, up to twice to or on Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


WILLIE RUGGINS JR. (Name)
B-1111 (Initials)


DEBORAH H. RUGGINS (Name)
B-1111 (Initials)

(Name)
B-1111 (Initials)

(Name)
B-1111 (Initials)

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FNMA AND FHLMC ADDENDUM Conventional Mortgage Loan Tax-Exempt Financing Rider

THIS RIDER is made this 31st day of July, 1996 and shall be deemed to amend and supplemented the Mortgage, Deed of Trust or other Security Instrument (the "Mortgage") dated of even date, given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") to FIRST CHICAGO NBD MORTGAGE COMPANY (together with its successors and assigns, the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4142 S. KING DRIVE, #5
CHICAGO IL 60616

(Property Address)

Hereinafter referred to as the "Property."

The provisions of this Rider shall prevail notwithstanding any contrary provisions in the Note, or Security Instrument, or any other instrument which evidences the obligations secured by the Security Instrument.

The Borrower agrees that the Lender, at any time and without prior notice, may declare an event of default under the Security Instrument and accelerate all payments due under the Security Instrument and the Note under the following terms and conditions:

1. *Failure to Occupy.* The Borrower agrees that the Lender may declare an event of default under the Security Instrument and accelerate all payment due under the Security Instrument and the Note if the Borrower fails to occupy the Property without prior written consent of the Lender.

2. *Notice of Misrepresentation.* The Borrower understand that the Lender has relied upon statements provided by the Borrower contained in the documents provided by Borrower in support of the loan application in the processing, financing and granting of this loan.

Upon discovery of fraud or misrepresentation by the Borrower with respect to any information provided by the Borrower in the loan application or other documents executed in connection with the Note and Security Instrument, or if the Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of Internal Revenue Code of 1986, as amended, in an application for the loan secured by the Security Instrument, the Lender, in its sole discretion, by written notice to the Borrower, may declare all obligations secured by the Security Instrument and all obligations payable under the Note immediately due and payable and exercise any other remedy allowed by law or provided by the Security Instrument.

The Borrower shall notify the Lender promptly in writing of any transaction or event which may give

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rise to such a right of acceleration. The Borrower shall pay to the Lender all damages sustained by reason of the breach of the covenant of notice set forth above or by reason of such fraud or misrepresentation.

3. *Transfer of the Property or a Beneficial Interest in Borrower.* If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of this Security Instrument. The Lender also shall not exercise this option if: (a) the Borrower causes to be submitted to the Lender information required to evaluate the intended transferee; and (b) the Lender reasonably determines that the Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in the Note or the Security Instrument is acceptable to the Lender.

To the extent permitted by applicable law, the Lender may charge a reasonable fee as a condition to the Lender's consent to the loan assumption. The Lender may also require the transferee to sign an assumption agreement that is acceptable to the Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in the Security Instrument. The Borrower will continue to be obligated under the Note and the Security Instrument unless the Lender releases the Borrower in writing.

If the Lender exercises the option to require immediate payment in full, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note or by the Security Instrument without further notice or demand on the Borrower.

4. *Restrictions on Transfer of Property.* As long as this Security Instrument related to the Note is backing a FHLMC Certificate held by the Trustee for the mortgage revenue bonds issued by the City of Chicago, Illinois (the "Agency"), the unpaid principal balance of the Note may be declared immediately due and payable if all or part of the Property is sold or otherwise transferred by the Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the Property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (1)(2) of the Internal Revenue Code of 1986, as amended;

(ii) or who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended (except that the words "100 percent" shall be substituted for the words "95 percent or more" where the latter appears in Section 143(d)(1); or

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(iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iv) whose family income exceeds that established by the Agency under its applicable Rules and Regulations in effect on the date of sale or transfer.

IN WITNESS WHEREOF, the Borrower has executed this Rider to Security Instrument.

William Hudgins

Borrower

Deborah M. Hudgins

Borrower

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