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2000-11-24 08:44:46
Cook County Recorder 25.50



Form No. 10R
AMERICAN LEGAL FORMS, CHICAGO, IL (312) 372-1922

WARRANTY DEED
Statutory (ILLINOIS) (General)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR (NAME AND ADDRESS)
MICHAEL C. ROCHE and VERA ROCHE,
husband and wife
7003 W. Avon, Oak Lawn, IL 60453

COOK COUNTY
RECORDER

(The Above Space For Recorder's Use Only)

of the Village **EUGENE "GENE" MOORE** of Oak Lawn County
of Cook **BRIDGEVIEW OFFICE**, State of Illinois
for and in consideration of Ten and 00/100 DOLLARS,
in hand paid. CONVEY s and WARRANT s to ALLAN O'BRIEN
10530 S. Parkside Avenue #1
Chicago Ridge, IL 60415

(NAMES AND ADDRESS OF GRANTEES)

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:
(See reverse side for legal description.) hereby releasing and waiving all rights under and by virtue of the Homestead
Exemption Laws of the State of Illinois. SUBJECT TO General taxes for 2000 and subsequent years and

Village of	Real Estate Transfer Tax	Village of	Real Estate Transfer Tax	Village of	Real Estate Transfer Tax
Oak Lawn	\$300	Oak Lawn	\$300	Oak Lawn	\$50

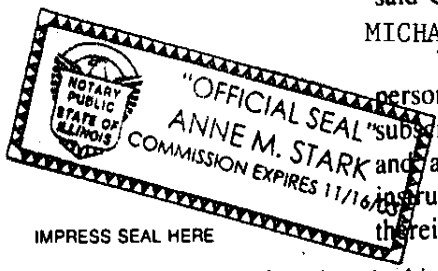
Permanent Index Number (PIN): 24-09-115-028-0000
Address(es) of Real Estate: 5359 W. Edison, Unit 3S, Oak Lawn, IL 60453

DATED this 2nd day of November 2000

X Michael C Roche (SEAL) X Vera Roche (SEAL)
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
MICHAEL C. ROCHE VERA ROCHE

(SEAL) (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
MICHAEL C. ROCHE AND VERA ROCHE, husband and wife



personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 2nd day of November 2000
Commission expires 19
John C. Griffin
This instrument was prepared by JOHN C. GRIFFIN, 10001 S. Roberts Road, Palos Hills, IL 60465
(NAME AND ADDRESS)

ES/3281-5359-3s

Legal Description

of premises commonly known as 5359 W. Edison, Unit 3S, Oak Lawn, IL 60453

UNIT 5359-3S TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE 5359 SS-3 SOUTH AND PARKING SPACE P12, LIMITED COMMON ELEMENTS, AS DELINEATED ON THAT CERTAIN SURVEY OF THE FOLLOWING DESCRIBED LAND TO WIT:

CERTAIN LOTS IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST 1/2 OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 20 ACRES OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 24, 2000 AS DOCUMENT 00-653006, AND AS AMENDED BY DOCUMENT 00798354, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, AS AMENDED, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

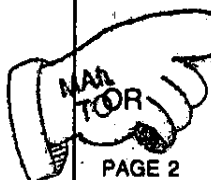
"GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS AS THE RIGHT AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION ARE RECITED AND STIPULATED AT LENGTH HEREIN."

SEND SUBSEQUENT TAX BILLS TO:


Terence O'Brien (Name)
P.O. Box 388076 (Address)
Chicago, IL 60638-8076 (City, State and Zip)

ALLAN O'BRIEN (Name)
5359 W. EDISON AVE. 3.S. (Address)
OAK LAWN IL 60453 (City, State and Zip)


MAIL TO:



RECORDER'S OFFICE BOX NO. _____

STATE OF ILLINOIS
STATE TAX

NOV. 22.00
COOK COUNTY

# 0000002896	REAL ESTATE TRANSFER TAX
	0013000
	FP351009

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX

NOV. 22.00
REVENUE STAMP

# 0000002834	REAL ESTATE TRANSFER TAX
	0006500
	FP351021

Property of Cook County Clerk's Office

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 conformed 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 it 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 as of 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 for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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 other covenants or agreements; (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 or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior 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 uses 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 Substance 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, toxic pesticides and herbicides, 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

Initials: *Aoy*

RETURN TO: A. J. SMITH FEDERAL SAVINGS BANK
14757 S. CIGERO AVENUE
MIDLOTHIAN, IL 60445

OFFICIAL SEAL
MARILYNN J DIVINE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 18, 2002

My Commission Expires: 3-18-02

Notary Public
Marilynn J. Divine
day of NOVEMBER, 2000

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE, personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this

STATE OF ILLINOIS, I, THE UNDERSIGNED, that ALAN J O'BRIEN, SINGLE, NEVER MARRIED, a Notary Public in and for said county and state do hereby certify County of Cook

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower ALAN J O'BRIEN 11/03/00

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

- VA Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- [Check applicable one(s)]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] PMI RIDER
- Second Home Rider
- Biweekly Payment Rider
- 1-4 Family Rider

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

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 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 recordation costs.

limited to, reasonable attorneys' fees and costs of title evidence. 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 date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the 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 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

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(ES13281-5359-3S.PFD/ES13281-5359-3S/19)

Property of Cook County Clerk's Office

UNIT 5359-3S TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE SS-5359-3S AND PARKING SPACE P-12, LIMITED COMMON ELEMENTS, AS DELINEATED ON THAT CERTAIN SURVEY OF THE FOLLOWING DESCRIBED LAND TO WIT:

CERTAIN LOTS IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST 1/2 OF VACATED MINNICK LING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 20 ACRES OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 24, 2000 AS DOCUMENT 00-653006, AND AS AMENDED BY DOCUMENT 00-798354, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, AS AMENDED, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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WMP-822U (9705).02 Form 3111 3/85
Page 1 of 3
Initials: *AVR*
VMP MORTGAGE FORMS - (800)521-7291

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as

(B) The Index

"Change Date:"

and on that day every 12th month thereafter. Each date on which my interest rate could change is called a
The interest rate I will pay change on the first day of December , 2005 ,

(A) Change Dates

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

changes in the interest rate and the monthly payments, as follows:

The Note provides for an initial interest rate of 7.750%. The Note provides for

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Instrument, Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

[Property Address]

located at: 5359 W EDISON #3-SOUTH OAK LAWN, IL 60453
(the "Lender") of the same date and covering the Property described in the Security Instrument and

SAVINGS BANK
2000 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to A. J. SMITH FEDERAL
THIS ADJUSTABLE RATE RIDER is made this 3rd day of November ,

(1 Year Treasury Index - Rate Caps)

ADJUSTABLE RATE RIDER

UNOFFICIAL COPY

made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND 750/1000** percentage point(s) (**2.750 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **9.750 %** or less than **5.750 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **15.750 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 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 as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the

Initials: *AOB*

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Property of Cook County Clerk

INMP-822U (9705).02

Page 3 of 3

Form 3111 3/85

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

ALIAN J O'BRIEN

Alian J O'Brien
1/13/85

Adjustable Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this permitted by this Security Instrument without further notice or demand on Borrower.

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies delivered or stated within which Borrower must pay all sums secured by this Security Instrument. If notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is If Lender exercises the option to require immediate payment in full, Lender shall give Borrower the Note and this Security Instrument unless Lender releases Borrower in writing.

agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

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VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 3
Form 3140 9/90
Initials: *[Handwritten Signature]*
VMP-8U (9705).01

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(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 uses, 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 and agree 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.

[Name of Condominium Project]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: EDISON VIEW CONDOMINIUM

[Property Address]

OAK LAWN, IL 60453
5359 W EDISON #3-SOUTH

"Lender" of the same date and covering the Property described in the Security Instrument and located at: (the

2000, 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 A. J. SMITH FEDERAL SAVINGS BANK

THIS CONDOMINIUM RIDER is made this 3rd day of November,

CONDOMINIUM RIDER

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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 payment 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 insure 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.

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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: ABJ

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Form 3140 9/90

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MP® -8U (9705).01

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal) 11/02/00
ALLAN J O'BRIEN

(Seal)
-Borrower

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

MORTGAGE INSURANCE RIDER

This Mortgage Insurance Rider is made this 3rd day of November 2000, 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 ("Borrower") to secure Borrower's ARM

[identify type of note, e.g. fixed rate] note (the "Note") to A. J. SMITH FEDERAL SAVINGS BANK

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

5359 W EDISON #3-SOUTH
OAK LAWN, IL 60453
[Property Address]

The Security Instrument is amended by adding the following at the end of Section 10 (if the Security Instrument has a form date at the lower right corner of 3/99 or later) or Section 8 (if the Security Instrument has a form date at the lower right corner that is earlier than 3/99):

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 party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are 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 insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's

0023766066

Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument

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MP-11R (0004)

Page 2 of 3

Form 3160 4/00

Initials: *AS*

0023766066

Property of Cook County Clerk's Office

(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.

(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 cap the Borrower to any refund.

risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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Form 3160 4/00

Page 3 of 3

MP-11R (0004)

0023766066

(Seal)
-Borrower

(Seal)
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-Borrower

ALIAN J. O'BRIEN

[Handwritten Signature]
11/07/09

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Property of Cook County Clerk's Office