Return To:

A NATIONAL CITY MORTGAGE CO P.O. Box 8800 Dayton, OH 45401-8800 8592/0182 10 001 Page 1 of 19 **2001-01-18 14:59:16** Cook County Recorder 57.00



Prepared By:
DEBBIE GERWICK
NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800

- [Space Above This Line For Recording Data]

MORTGAGE

0000222025

DEFINITIONS

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

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

January 8, 2001

(B) "Borrower" is

TO ALLISON D. GOLDBERG

105

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is National City Mortgage Services Co

Lender is a corporation organized and existing under the laws of THE STATE OF MICHIGAN

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

Form 3014 1/01

-6(IL) (0010)

-105

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Initials: AOA

VMP MORTGAGE FORMS - (800)521-7291



BOX 333-CTI

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| Lender's address is 400 West Fourth Street, Royal Oak, MI 48067 | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated January 8, 2001 The Note states that Borrower owes Lender | |
| TWO HUNDRED SIX THOUSAND SEVEN HUNDRED & 00/100 Dolla (U.S. \$ 206,700.00) plus interest. Borrower has promised to pay this debt in regular Period | |
| Payments and to pay the debt in full not later than February 1, 2031 (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." | he |
| (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charge due under u. Note, and all sums due under this Security Instrument, plus interest. | ges. |
| (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The follows | ng |
| Riders are to be executed by Borrower [check box as applicable]: | |
| Adjustable Rate R.der Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider VA Rider Biweckly Payment Rider Other(s) [specify] | ٠. |
| (H) "Applicable Law" means all convolling applicable federal, state and local statutes, regulation ordinances and administrative rules and orders (that have the effect of law) as well as all applicable fin non-appealable judicial opinions. | ns, ial, |
| (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and out charges that are imposed on Borrower or the Property by a condominium association, homeowne | ier ers |
| association or similar organization. (J) "Electronic Funds Transfer" means any transfer of 'unds, other than a transaction originated by checkraft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrume computer, or magnetic tape so as to order, instruct, or authorize 2 financial institution to debit or credit account. Such term includes, but is not limited to, point of sale transfers, automated teller machine. | ck, ent, an |
| transactions, transfers initiated by telephone, wire transfers, and automatic clearinghouse transfers. (K) "Escrow Items" means those items that are described in Section 1 | |
| (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid | by |

(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,

any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;

the Loan. (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials: 705

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3 of 7 24 (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

Emily Committee Committee

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क्योंक्रियको जोद्राम प्रशिक्ष प्रक्रिय । 🗘 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 Lender and Lender's successors and assigns, the following described property located in the County [Type of Recording Jurisdiction] part of the

[Name of Recording Jurisdiction]:

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Harris ATTACHED . 10

Parcel ID Number: 14-33-132-045-1101 434 W ARMITAGE AVE UNIT E, CHICAGO

which currently has the address of the second section of the second section (Street)

[Civol, Illinois 60614 [Zip Code] 0.014

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"("Property Address"):

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the ્ષ્યા હા તાલું કહ્યું કર્યું લાગ્યાનું હોંગી છે. જે જો માટે કર્યો હોંગી છે. જે જો માટે જે જો છે છે છે છે છે છે Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. ្ស៊ីមានស្រុកមាន ភាពភ្លាស់ ខ្លួនសំខាល់ សាក្រស់ បានក្រស់ ស្រុកស្រាក្រស់ សាក្សាសំណាំមានស្រាប់

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(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

Mortgage Insurance, or any other terms of the Loan, Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for

As a result of these agreements, Lender, any purchaser of the Note, another insurar, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) a no into that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurarre, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the

premiums).
As a result of these agreements. Lender, any murchaser of the Note another insurer, any reinsurer, any

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 rother party (or parties) to these on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements may require the mortgage insurer to make payments using any source of funds agreements. These agreements may require the mortgage insurer to make payments using any source of funds agreements. These agreements may have available (which may include funds obtained from Mortgage Insurance and the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance and the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance and mortgage insurer may have available (which may include funds obtained from Mortgage Insurance and may include funds of the mortgage Insurance and may include funds of the mortgage insurance and may include funds of the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the mortgage insurance and may be a supplied to the

incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

"Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. between Borrower and Lender providing for such termination or until termination is required by Applicable reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss required to make separately designated payments to vard the premiums for Mortgage Insurance, Borrower Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was available, is obtained, and Lender requires se, as designated payments toward the premiums for Mortgage the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss confinne to pay to Lender the smount of the separately designated payments that were due when the insurance selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage previously previded such insurance and Borrower was required to make separately designated payments the Mortgage insurance coverage required by Lender ceases to be available from the mortgage insurer that Borrov e. shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason,

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. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan,

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease.

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

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

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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 obligation to take any action.

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

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

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

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

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this 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, property inspection and valuation fees, and other fees incurred for the ou pose 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 righ's under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrumer's, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrov er pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (1) cash; (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; o (a) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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Environmental Cleanup.

actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by release of any Hazardous Substance, and (c) any condition caused by the presence, we release of a Environmental Condition, including but not limited to, any spilling, leaking, discharg, release or threat of Hazardous Substance of Environmental Law of which Borrower has acuse knowledge, (b) any other action by any governmental or regulatory agency or private party involving the Property and any

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or the Property (including, but not limited to, hazardous substances in consumst products).

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of sentences shall not apply to the presence, use, or storage on the Poperty of small quantities of Hazardous Hazardous Substance, creates a condition that adversely affec's the value of the Property. The preceding two Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a nor allow anyone else to do, anything affecting the Protecty (a) that is in violation of any Environmental Substances, or threaten to release any Hazardous substances, on or in the Property. Borrower shall not do,

Bortower shall not cause or permit the p.es.nce, use, disposal, storage, or release of any Hazardous means a condition that can cause, contribute 15, or otherwise trigger an Environmental Cleanup. remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" "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, herbicides, volatile solvents, marrials containing asbestos or formaldehyde, and radioactive materials; (b) tollowing substances: gasel ne, kerosene, other flammable or toxic petroleum products, toxic pesticides and substances defined as texic or hazardous substances, pollutants, or wastes by Environmental Law and the 21. Hazar tous Substances. As used in this Section 21: (a) "Hazardous Substances" are those

satisfy the notice and opportunity to take corrective action provisions of this Section 20. to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant period which must elapse before certain action can be taken, that time period will be deemed to be reasonable reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an unless otherwise provided by the Note purchaser.

Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the nouce of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall 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 specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and for course if the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrow it 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 acco da icc with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois hor estead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. It Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be wided 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.

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(0100) (11)9-(0100)

Witnesses:

| -Borrower | Ox | (Seal) -Bottower | |
|---------------------------------------------|--------------------|------------------|--------|
| -Вопочет | C ₀ /C | -Bottower | y 34,4 |
| -Borrower | | (Seal) | |
| (Seal) Borrower | TED D STUX | (leak) | |
| -Borrower (Seal) -Borrower Afterney in Rect | ALLISON D GOLDBERG | · | |

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.

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| STATE OF ILLINOIS, I, the under Signed state do hereby certify that Ottoso Ted D. Stand | COOK County ss: , a Notary Public in and for said county and 4 CALLSON D. Goldbern |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| personally known to me to be the same personal appeared before me this day in person, and act instrument as his/her/their free and voluntary act, Given under my hand and official seal, this My Commission Expires: | (s) whose name(s) subscribed to the foregoing instrument, knowledged that he/she/they signed and delivered the said for the uses and purposes therein set forth. day of Onumy 2007 |
| 200 | Notary Public |
| "OFFICIAL SEAL" TISHA McDONALD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/26/2004 | County Clark's Oss. |
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Property of Coot County Clert's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 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 Portower's Note to

National City Mortgage Services Co

(the

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

434 W ARMITAGE AVE UNIT E, CHICAGO, Illinois 60614

[Property Address]

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

XXXXXXXXXXX

[Name of Condominium Project]

(the "Condominium Project"). If the owner association or other entity which acts for the Condominium Project (the "Owners Association") holds are 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 rellows:

- 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 or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and accessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels, for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other nazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

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

EXP-8R (9904).02

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(i) Lender waives the provision in Section 3 for the monthly payment to Lender of the yearly premium installments for property insurance on the Property; and

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

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

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and small be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due with the excess, if any, paid to Borrower.

C. Public Liability insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintain's 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 coade mnation 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 Section 11.

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

(i) the abandonment or termination of the Cordoninium 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 Constituen 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 list ility insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when div., 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.

105 Initials: 406

EXIP-8R (9904).02

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10043757

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

| - A | (Seal) -Borrower | Allison D Goldberg allison D Goldberg as All | Borrower for August 12 |
|-------|----------------------|----------------------------------------------|------------------------|
| Or Or | (Seal) -Borrower | TED D STUX | (Seal) |
| | (seal) -Borrow ar | | (Seal) |
| , | (Seal) | C/ | (Seal) |
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CHICAGO TITLE INSURANCE COMPANY

10043757

ORDER NUMBER: 1401 007899407 F1 STREET ADDRESS: 434 W. ARMITAGE AVE.

UNIT E

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

UNIT IN THE POINTE AT LINCOLN PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF BLOCKS 29 AND 30 IN CANAL TRUSTEES' SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94849915, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PRECENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Martin Stux 434 W. armitage, Unit

LEGALD

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