### 0011198501 **UNOFFICIAL C** F 001 Page 1 of -18 09:23:58 57.50 Cook County Recorder

Return To:

NATIONAL CITY MORTGAGE CO P.O. Box 8800 Dayton, OH 45401-8800

Prepared By: TINA GROSS NATIONAL CITY MO P.O. Box 8800 Dayton, OH 45401-88

– {Space Above This Line For Recording Data} –

MORTGAGE

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Sold Or Col Words used in multiple sections of this document are defined below and other words are defined in Sections **DEFINITIONS** 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided December 7, 2001 in Section 16.

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

(B) "Borrower" is

ILYA BIRMAN A Single Person

Borrower is the mortgagor under this Security Instrument. National City Mortgage Co dba Commonwealth United Mortgage Company (C) "Lender" is

The State of Ohio corporation Lender is a organized and existing under the laws of

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

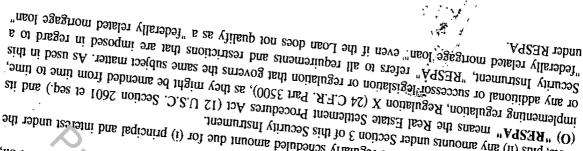
Form 3014 1/01

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(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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of or default on,

(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or damage to, or destruction of, the Property; (ii) condemnation or other taking of an of any part of the Property; any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) (L) "Miscellaneous Proceeds" means any compensation, settlement, avary of damages, or proceeds paid by

(K) "Escrow Items" means those items that are described in Section 3. uensactions, transfers initiated by telephone, wire transfers, and autor rated clearinghouse transfers. account. Such term includes, but is not limited to, pourt-of-sale transfers, automated teller machine computer, or magnetic tape so as to order, instruct, or armicrise a financial institution to debit or credit an draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,

charges that are imposed on Borrowe, or the Property by a condominium association, homeowners (I) "Community Association Dues, Lees, and Assessments" means all dues, fees, assessments and other

ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, (H) "Applicable Law" are all controlling applicable federal, state and local statutes, regulations, non-appealable judicial opinions.

Other(s). [specify]	•	" and spilagh" (H
	Planned Unit Development Rider  Biweekly Payment Rider	To longer
Second Home Rider		Ball oon Lider VA Rider
ne executed by Borrower.		Adi Jerahle Rate Rider
uc executed r	2 1pm 1 John 1 J	fo ===

(c) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following K Ters are to be executed by Bottower [check box as applicable]:

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the

103, 200,000 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than

ONE HUNDRED THREE THOUSAND TWO HUNDRED & 00/100 Decemper 7, 2001

The Note states that Bottower owes Lender

(D) "Note" means the promissory note signed by Borrower and dated Lender is the mortgagee under this Security Instrument.

3232 Newmark Drive, Miamisburg, OH Lender's address is

(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

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

Cook

[Name of Recording Jurisdiction]:

Parcel ID Number:

Stoppenty Ox Coop County

which currently has the address of [Zip Code] [City], Illinois

("Property Address"): TOGETHER WITH all the improvements now or hereafter ere ner, 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 "Property."

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as 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.

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Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. time during the term of the Loan, Lender may require that Community Association Dues, Fees, and accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums taxes and assessments and other items which can attain priority over this Security instrument as a lien or the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under

Note shall not extend or postpone the due date, or change the amount, of the Penodic Payments.

Any application of payments, insurance proceeds, or Miscellancous Proceeds to principal due under the

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

late charges, second to any other amount, due under this Security instrument, and then to reduce the principal each Periodic Payment in the order or which it became due. Any remaining amounts shall be applied first to Note; (b) principal due under the Mote: (c) amounts due under Section 3. Such payments shall be applied to accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the 2. Application of Provents or Proceeds. Except as otherwise described in this Section 2, all payments

Instrument or performing the covenants and agreements secured by this Security Instrument. future against Lencer shall relieve Borrower from making payments due under the Note and this Security the Note inmediately prior to foreclosure. No offset or claim which Borrower might have now or in the them to Do row at 1f not applied earlier, such funds will be applied to the outstanding principal balance under Borrowe: does not do so within a reasonable period of time, Lender shall either apply such funds or return funds Londer may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Paw die Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at

provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, due under the Note and this Security Instrument be made in one or more of the following forms, as selected Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments currency. However, if any check or other instrument received by Lender as payment under the Note or this

File No.: AC9720307

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### Legal Description:

Unit 707 in Winston Towers Condominium Number 5, as delineated on the survey of certain Lots or parts Parcel 1: thereof in Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded as document 21906206, in Cook County, Illinois, together with an undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Declaration.

Easement for the benefit of Parcel 1 as set forth in the Declaration of Easement dated June 3, 1968 as document 20520336 made by Winton Gardens, Incorporated, of Illinois and as created by the deed from Centex Homes Corporation, a Nevada Corporation, to Betty R. Dauber dated June 7, 1972 and recorded June 13, 1972 as document number 2193(701, for vehicular ingress and egress, in Cook County, Illinois.

40-36.100-015.1097 Coot County Clark's Office

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shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

RESPA.

If there is a surplus of Funds held in escrow as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower 23 required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in 2 cordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 month'y payments.

Upon payment in full of all sums secured by this Security Insurant, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a martier acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10



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shall be applied to the sums secured by this Security Instrument, whether or not then due, with the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or, payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. hold such insurance proceeds until Lender has had an opportunity to inspect such Property to easier the work Lender's security is not lessened. During such repair and restoration period, Lender shall rave the right to applied to restoration or repair of the Property, if the restoration or repair is economically feasible and writing, any insurance proceeds, whether or not the underlying insurance was requued by Lender, shall be make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may

name Lender as mortgagee and/or as an additional loss payee. damage to, or destruction of, the Property, such policy shall include and anotigage clause and shall renewal notices. If Borrower obtains any form of insurance coveregs, not otherwise required by Lender, for

certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagee and/or as an additional loss payee. Lender shall har e he right to hold the policies and renewal right to disapprove such policies, shall include a standard montgage clause, and shall name Lender as

All insurance policies required by Lender and senewals of such policies shall be subject to Lender's

to Borrower requesting payment.

the Note rate from the date of disbursement and saal be payable, with such interest, upon nouce from Lender become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of or liability and might provide greater or lesser coverage than was previously in effect, Borrower protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard particular type or amount of cor crage. Therefore, such coverage shall cover Lender, but might or might not coverage, at Lender's or nor and Borrower's expense. Lender is under no obligation to purchase any If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance

determination resulting from an objection by Borrower. imposed by tte Fe deral Emergency Management Agency in connection with the review of any flood zone affect such determination or certification. Borrower shall also be responsible for the payment of any fees services and subsequent charges each time remappings or similar changes occur which reasonably might certification and tracking services; or (b) a one-time charge for flood zone determination and certification Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This Property insured against loss by fire, hazards included within the term "extended coverage," and any other 5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

service used by Lender in connection with this Loan. Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting

actions set forth above in this Section 4. days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the

excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or unis Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or eccreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property 22 Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



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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.

(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 crassomers are all and the Loan Such crassomers.

As a result of these agreements, Lender, any purchaser of the Mote, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) ame and 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 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 affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the

that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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 satisfactory to the mortgage insurer and the offer, sarty (or parties) to these agreements may require the mortgage insurer to make payments raing any source of funds agreements may require the mortgage insurer to make payments raing any source of funds the mortgage insurer may have available (which may include funds obtained from a football of the football

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

Mortgage insurers evaluate their total risk on all such insurance in the say to the mortgage Insurance.

Mortgage Insurance reimburses Lender (or any entity that parchases 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 anti 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 oward 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 separa ely 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 let der 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. Len let will accept, use and retain these payments as a non-refundable loss confinue to pay to Lender the arraint of the separately designated payments that were due when the insurance selected by Lender. If substantily equivalent Mortgage Insurance coverage is not available, Borrower shall the cost to Borrower of he 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 privided such insurance and Borrower was required to make separately designated payments the Mortgage manner coverage required by Lender ceases to be available from the mortgage insurer that Borrower and pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, 10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan,

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.

yment.

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

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 payment.

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 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.

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.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if

any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums sourced by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Corrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance snow be paid to Borrower.

In the event of a partial taking, destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before ne partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous

Proceeds. Borrower shall be in default if any action or proceeding, whether civil of criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to of dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied

in the order provided for in Section 2.

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



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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

15. Notices. All notices given by Borrower or Lender in sornection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice address shall be property Address unless Borrower has designated a substitute notice address by notice to Lender. Ectrower shall promptly notify address, then Borrower's change of address. If Lender specifies a procedure for resorting Borrower's change of address, then Borrower's change of address through that specified procedure. There may be address, then Borrower shall only report a change of address through that specified procedure. There may be be given by delivering it or by mailing it by first class mail to Lender's address stated in set unless Lender be given by delivering it or by mailing it by first class mail to Lender's address stated in set nucles Lender shall not be deemed to have been given to Lender happing the Applicable Law, the Applicable Law requirement is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

If the Loan is subject to a 12th which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan carge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any other payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the property of express authority in this Security Instrument to charge a specific fee to Borrower shall not be constand as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this? ecurity Instrument or by Applicable Law.

Subject to the provisions of, Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower; rights and benefits under this Security Instrument unless Lender agrees to such released from Borrower; obligations and liability under this Security Instrument unless Lender agrees to such release, in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments form third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

## provisions of this Security Instrument or the Note which can be given effect without the

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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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 all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lei del may require immediate payment in full of all sums secured by this Security Instrument. However, this aprion 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 ent recement 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 mign, 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 covenints or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) akes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Insurant, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Eorrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lenuer. (a) 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; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations sourced 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 currest 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.

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, volease or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any governmental or regulatory authority, or any private party, that any removal or other ren ed ation of any Hazardous Substance which Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardou. Substances, on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the P operty (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of. A Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to no mal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

substances defined 18 toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: generality, ketosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvenes, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental laws and laws of the jurisdiction where the Property is located that relate remedial action, or temoval action, as defired in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause, contribute to, or otherwise trigger an Environmental Cleanup.

satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined a formation of hazardous substances, pollutants, or wastes by Environmental Law and the following substances: generate, tensence, other flammable or toxic petroleum products, toxic pesticides and following substances: generates.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual hitgant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party (with such notice given in period with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period after the giving of such notice to take corrective action. If Applicable Law provides a time for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 2.) and the notice of acceleration given to Borrower pursuant assistly the pursuant concession 2.) and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the pursuant and opportunity to cure given to Borrower pursuant assistly the pursuant and opportunity to the concession 2.)

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

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 eclosure. 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 den 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. Borrover 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 uncer Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois Lo nestead 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. If 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 added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more man the cost of insurance Borrower may be able to obtain on its own.



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My Commission Expires: personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said

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### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 7th day of December 2001, 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 Serrower's Note to

National City Mortgage Co dba Commonwealth United Mortgage Company

(the

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

7141 N KEDZIE AVINUE #707, CHICAGO, Illinois 60645
[Property Address]

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

WINSTON TOWER

[ lame of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds thue 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 a covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree 2. follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Focuments" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws, (ii) 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. 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 actisfactory 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 becards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the

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

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provision in Section 3 for the Periodic 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.

Banover 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 shall 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 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 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 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 is one 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 repliering 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.

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

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