

UNOFFICIAL COPY

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794/0057 002 Page 1 of 12  
2002-04-09 10:31:29  
Cook County Recorder 43.50

THIS INSTRUMENT WAS PREPARED BY:

KENNETH KORANDA  
1823 CENTRE POINT CIRCLE  
P. O. BOX 3142  
NAPERVILLE, IL 60566-7142



0020399121

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

22000463

THIS IS A JUNIOR MORTGAGE

EQUITY CASH LINE  
MORTGAGE

THIS MORTGAGE is made this 9TH day of FEBRUARY, 2002  
between the Mortgagor, EWA HELLER, MARRIED TO WALLACE HELLER AND WOJCIECH KOCZWARA, MARRIED  
TO AGATA KOCZWARA

(herein "Lender"), and the Mortgagee, Mid America Bank, fsb,  
(herein "Borrower").

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY TWO THOUSAND EIGHT  
HUNDRED AND NO/100 Dollars,  
which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for  
periodic payments as called for therein, with the balance of the indebtedness, if not sooner paid, due and payable on  
FEBRUARY 1, 2012.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does  
hereby mortgage, grant and convey to Lender the following described property located in the County of COOK  
State of Illinois:

UNIT 200 NORTH AND 225 NORTH IN THE LAKE RUN CONDOMINIUM, AS DELINEATED ON A SURVEY  
OF THE FOLLOWING DESCRIBED RELATING TO: THAT PART OF THE EAST 40 ACRES OF THE WEST  
1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE  
NORTHWEST 1/4 (EXCEPT THE WEST 40 FEET THEREOF) IN COOK COUNTY, ILLINOIS: WHICH  
SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS  
DOCUMENT 24489033 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 03241000371212, 03241000371237  
which has the address of 18 E OLD WILLOW RD UNIT 225, PROSPECT HEIGHTS, IL 60070

(herein "Property Address");

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All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any such lien which has priority over this Mortgage; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of the lien or forfeiture of the Property or any part thereof.

2. **Application of Payments.** Unless applicable law on the Note provide otherwise, all payments received by Lender under the Note and Paragraph 1 hereof shall be applied by Lender first to interest payable on amounts disbursed by Lender under Paragraph 6, then to principal of the amounts disbursed by Lender under Paragraph 6, then to interest payable on the Note, and then to the Principal of the Note.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late and other applicable charges as provided in the Note.

Borrower and Lender covenant and agree as follows:

and that Borrower will warrant and defend generally the title to the property against all other claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for FIRST MORTGAGE MID AMER FSL IN THE AMOUNT OF \$0.00, RECORDED AS DOCUMENT NO.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereof, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

Borrower shall faithfully and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presently encumbering the Property. A default or delinquency under any superior mortgage or mortgages shall automatically and immediately constitute a default under this Mortgage. Lender is expressly authorized at its option to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Mortgage. Borrower agrees not to make any agreement with the holder of any superior mortgage that in any way shall modify, change, alter or extend any of the terms or conditions of that superior mortgage nor shall Borrower request or accept any future advances under that superior mortgage, without the express written consent of Lender.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

5. **Presentation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments. If under Paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this Mortgage.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments.

**9. Borrower Not Released.** Extension of the time for payment or modification of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment of sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**10. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

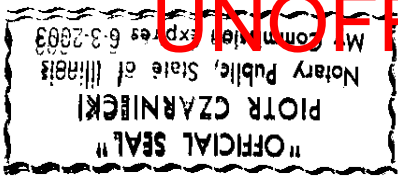
**11. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**12. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**13. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in this manner designated.



UNOFFICIAL COPY



WHEN RECORDED RETURN TO:  
MID AMERICA BANK, f.s.b.  
1823 CENTRE POINT CIRCLE  
P. O. BOX 3142  
NAPERVILLE, IL 60566-7142

1860CL Page 6 of 6 11/94

Notary Public

*Piotr Czarniecki*

My commission expires:

Given under my hand and official seal this 9<sup>th</sup> day of FEBRUARY, 2002.  
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

I, the undersigned, a Notary Public in and for said County and State do hereby certify that EWA HELLER, MARRIED TO WALLACE HELLER and WOCIECH KOCZWARA, MARRIED TO AGATA KOCZWARA

COUNTY OF COOK )

) SS

STATE OF ILLINOIS )

Borrower

WOCIECH KOCZWARA

Borrower

EWA HELLER

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Mortgage on the Expiration Date of the Note, or upon the written request of Borrower (if prior to the final due date with all sums having been paid) Lender shall release this Mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

and (b) Borrower takes such action and pays all expenses as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**14. Uniform Mortgage: Governing Laws; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**16. Transfer of the Property: Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and Borrower or such other person pays all expenses incurred by Lender to assume that the lien of this Mortgage and Lender's interest in the Property shall continue unimpaired. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

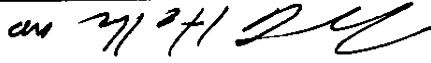
**17. Obligatory Advances.** This Mortgage secures the repayment of certain sums advanced to the Borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

**18. Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in Paragraph 13 hereof specifying (1) the Breach; (2) the action required to cure such Breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such Breach must be cured; and (4) that failure to cure such Breach on or before the date specified in the notice may result in acceleration of the sum secured by this Mortgage, 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 foreclosure. If the Breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) Borrower pay Lender all sums which would be then due under this Mortgage, had no acceleration occurred; (b) Borrower cures all Breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees;

# UNOFFICIAL COPY

Seal



This waiver is given and specifically refers to the mortgage in favor of Mid America Bank, fsb, dated the 31ST day of JANUARY, 2002.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, Sec. 1 01 et. seq., Illinois Revised Statutes, 1977.

The undersigned further agrees and consents to the mortgage or transfer of title, of the above mentioned property, to Mid America Bank, fsb, free and clear of any marital rights as defined in Illinois Revised Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

UNIT 200 NORTH AND 225 NORTH IN THE LAKE RUN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED RELYING TO: THAT PART OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 40 FEET THEREOF) IN COOK COUNTY, ILLINOIS: WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24489033 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

In consideration of Mid America Bank, fsb., granting a mortgage loan to EWA HELLER, MARRIED TO WALLACE HELLER AND WOCJIECH KOCZWARA, MARRIED TO AGATA KOCZWARA and for and in consideration of ten dollars paid to the undersigned, and for other good and valuable consideration, the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seq. (1977), now or as amended:

## WAIVER OF HOMESTEAD AND MARITAL RIGHT

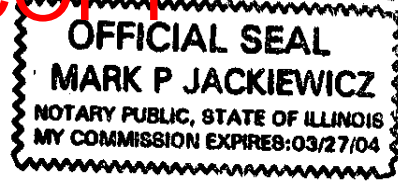
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STATE OF ILLINOIS  
COUNTY OF COOK

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)Ss  
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I, the undersigned, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ 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 signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and official seal, this 8th day of February, 2002  
My commission expires:

\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

Seal \_\_\_\_\_  
Agata Koczwarra

This waiver is given and specifically refers to the mortgage in favor of Mid America Bank, fsb, dated the 31ST day of JANUARY, 2002.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, Sec. 1 01 et. seq., Illinois Revised Statutes, 1977.

The undersigned further agrees and consents to the mortgage or transfer of title, of the above mentioned property, to Mid America Bank, fsb, free and clear of any marital right as defined in Illinois Revised Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

UNIT 200 NORTH AND 225 NORTH IN THE LAKE RUN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED RELATING TO: THAT PART OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 40 FEET THEREOF) IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24489033 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

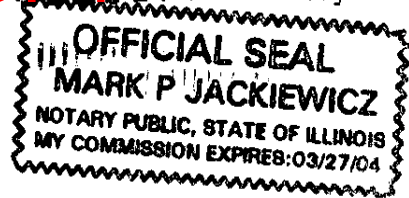
In consideration of Mid America Bank, fsb., granting a mortgage loan to EWA HELLER, MARRIED TO WALLACE HELLER AND WOJCIECH KOCZWARA, MARRIED TO AGATA KOCZWARA and for and in consideration of ten collars paid to the undersigned, and for other good and valuable consideration, the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seq. (1977), now or as amended:

[Space Above This Line For Recording Data]  
**WAIVER OF HOMESTEAD AND MARITAL RIGHT**

STATE OF ILLINOIS

COUNTY OF COOK

)  
)Ss  
)



I, the undersigned, a Notary Public in and for said county and state, do hereby certify that 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 signed and delivered the said instrument as free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and official seal, this 14th day of February, 2002. My commission expires:

*[Signature]*  
\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

to Lender.

**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

Borrower:

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

is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. (i) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance on the Property; and the yearly premium installments for hazard insurance on the Property; and (ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of

and hazards included within the term "extended coverage," then: provides insurance coverage in the amounts, for the periods, and against the hazards, Lender requires, including fire carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Borrower and Lender further covenant and agree as follows: (i) Declaration or any other document. Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document

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

[Name of Condominium Project] LAKELAKE RUN project known as: The Property includes a unit in, together with an undivided interest in the common elements of, a condominium [Property Address] 18 E OLD WILLOW RD UNIT 225, PROSPECT HEIGHTS, IL 60070

the same date and covering the Property described in the Security Instrument and located at: Note to MID AMERICA BANK, FSB. 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 Borrowers

THIS CONDOMINIUM RIDER is made this 9TH day of FEBRUARY, 2002 (the "Lender") of Note to MID AMERICA BANK, FSB. 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 Borrowers

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## CONDOMINIUM RIDER

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 1 0.

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

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

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


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


or

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

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, the 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.

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

  
\_\_\_\_\_  
EWA HELLE (Seal)  
- Borrower

  
\_\_\_\_\_  
WOJCIECH KOETZWARA (Seal)  
- Borrower