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0319510017

**RECORDATION REQUESTED BY:**

Oak Bank  
1000 N. Rush Street  
Chicago, IL 60611

Eugene "Gene" Moore Fee: \$52.50  
Cook County Recorder of Deeds  
Date: 07/14/2003 10:30 AM Pg: 1 of 16

**WHEN RECORDED MAIL TO:**

Oak Bank  
1000 N. Rush Street  
Chicago, IL 60611

**SEND TAX NOTICES TO:**

Oak Bank  
1000 N. Rush Street  
Chicago, IL 60611

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[Space Above This Line For Recording Data]

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This Mortgage prepared by:

Oak Bank  
Oak Bank  
1000 N Rush  
Chicago, IL 60611

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## MORTGAGE

### DEFINITIONS

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

- (A) "**Security Instrument**" means this document, which is dated July 11, 2003, together with all Riders to this document.
- (B) "**Borrower**" is John B. Stoneberg and Julie A. Gross; married to each other. Borrower is the mortgagor under this Security Instrument.
- (C) "**Lender**" is Oak Bank. Lender is a Illinois Banking Corporation organized and existing under the laws of Illinois. Lender's address is 1000 N. Rush Street, Chicago, IL 60611. Lender is the mortgagee under this Security Instrument.
- (D) "**Note**" means the promissory note signed by Borrower and dated July 11, 2003. The Note states that Borrower owes Lender Two Hundred Seventy-five Thousand & 00/100 Dollars (U.S. \$275,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2033.
- (E) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
- (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.
- (G) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders

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Form 3014 1/01  
Initials: \_\_\_\_\_

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

which currently has the address of 3320 Ravenswood #1, Chicago, Illinois 60657 ("Property Address");

*Property of \_\_\_\_\_*  
Real Property tax identification number is 14-19-421-039-1001.

This Security instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County of Cook:

TRANSFER OF RIGHTS IN THE PROPERTY

(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, the Loan.

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

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

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

(R) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to property in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition to, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (v) misrepresentation of, or omission as to, the value and/or condition of the Property.

(S) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone or instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(T) "Escrow Items" means those items that are described in Section 3.

(U) "Fees, Dues and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(V) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judgments.

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> Second Home Rider        | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [Specify] _____ | <input type="checkbox"/> 1-4 Family Rider       |

are to be executed by Borrower [check box as applicable]:

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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 hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, 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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (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.

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

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

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

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: items are Escrow items, Borrower shall pay them in the manner provided in Section 3.

To the extent that these Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these 4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attach priority over this Security Instrument, leaseshold payments or ground rents on the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) leaseshold payments or ground rents on the Property, if any; (c) premiums for any and all insurable risks required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by provisions of Section 10. These items are called "Escrow items." At origination or at any time the Borrower, and such dues, fees and assessments shall be an Escrow item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay any Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow items. Lender may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the items unless Lender waives Borrower's obligation to pay the 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 demand for any such item. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow item 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 6. (f) Borrower is obligated to pay Escrow items directly, pursuant to a waiver, and Borrower upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law. The Funds shall be held in an institution which deposits are so insured or in any Federal Home Loan entity (including Lender, if Lender is an institution which deposits are so insured) or in any Federated Agency, instrumentality, or Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. The Funds shall be held in an annual account without charge 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. Lender to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount the excess funds in accordance with RESPA. It there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the supplies of Funds held in escrow, as defined under RESPA. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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, but in no more than 12 monthly payments.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attach priority over this Security Instrument, leaseshold payments or ground rents on the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) leaseshold payments or ground rents on the Property, if any; (c) premiums for any and all insurable risks required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by provisions of Section 10. These items are called "Escrow items." At origination or at any time the Borrower, and such dues, fees and assessments shall be an Escrow item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay any Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow items. Lender may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the items unless Lender waives Borrower's obligation to pay the 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 demand for any such item. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow item 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 6. (f) Borrower is obligated to pay Escrow items directly, pursuant to a waiver, and Borrower upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law. The Funds shall be held in an institution which deposits are so insured or in any Federated Agency, instrumentality, or Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. The Funds shall be held in an annual account without charge 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. Lender to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount the excess funds in accordance with RESPA. It there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the supplies of Funds held in escrow, as defined under RESPA. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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(a) agrees in writing to the payment of the obligation secured by the lien in a manner 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 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 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.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender 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 insurance 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 disburse proceeds for the repairs and restoration in a single payment 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 insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance

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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 proceeds shall be applied in the order provided for in Section 2.

Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not there is a claim. 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, either to repair or restore the Property or to pay amounts unpaid under the Note or this Security instrument, insofar as such rights are assignable to the coverage of the Property. Lender may use the insurance proceeds 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 cannot shall not be unreasonable withheld, or unless extenuating circumstances exist which prevent the Borrower from repairing or restoring the Property.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence whether or not the note due.

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 depreciating, unless it is determined pursuant to Section 5 that repair or restoration is feasible. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for preparing or restoring the Property only if Lender further deteriorates or damages. 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 of the Property is not feasible, Borrower shall promptly repair the Property if damaged to avoid deterioration or depreciation, regardless of cause. Unless it is determined pursuant to Section 5 that repair or restoration is feasible, Borrower shall maintain the Property in order to prevent the Property from deteriorating or depreciating, unless it is determined pursuant to Section 5 that repair or restoration is feasible, Borrower shall maintain the Property in order to prevent the Property from deteriorating or depreciating, unless it is determined pursuant to Section 5 that repair or restoration is feasible. Unless it is determined pursuant to Section 5 that repair or restoration is feasible, Borrower shall maintain the Property in order to prevent the Property from deteriorating or depreciating, unless it is determined pursuant to Section 5 that repair or restoration is feasible.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Lender or its agent may make reasonable entries upon and inspect the Property. If it has reasonable cause, Lender may inspect the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an inspection specifying such reasonable cause.

Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent Borrows 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, to enforce laws or regulations, abandonment of the Property over this Security instrument or to protect Lender's interest in the Property and/or rights under this Security instrument).

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) representations concerning Borrower's occupancy of the Property as Borrower's principal residence, with material information in connection with the Loan. Material representations include, but are not limited to, Lender's interest in the Property and/or 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 attorney fees to protect its interest in the Property and/or rights under this Security instrument, including its 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, and (d) paying any sums secured by a lien which has priority over this Security instrument.

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windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have

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

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Form 3014 1/01

any Successor in interest of Borrower shall not operate to release the liability of Borrower or any Successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or 12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or order provided for in Section 2.

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

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

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

otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security 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, unless Borrower and Lender sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower fails to in the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of shall be paid to Borrower.

fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance amount of the sums secured by the total Miscellaneous Proceeds multiplied by the following fraction: (a) the total shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument amount of the sums secured by this Security instrument immediately before the partial taking, destruction, or loss in value, unless the sums 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 paid to Borrower.

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, to be paid to the sums secured by this Security instrument, 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. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2. Borrows shall be applied to the sums secured by this Security instrument, whether or not then due, with the excess, if any, paid to be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not single disbursement or in a series of progress payments as the work is completed. Unless an agreement is provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a repair, 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 taken promptly. Lender may pay for the repairs and restoration in a repair, if the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the to and shall be paid to Lender.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned premises that were unearned at the time of such cancellation or termination.

the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance

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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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from 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.

**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.

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's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's 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.

**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 absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law 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 charge 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. If 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 such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection 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 to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**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

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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 any provision or clause of this Security instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security instrument or the Note conflicts with Applicable Law, such conflict shall not remain with the Note after words of words in this Security instrument: (a) words of the masculine gender shall mean and include corresponding 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 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, 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, 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 Preempt After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security instrument; (b) such other period as specified by law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforceable law before sale of the Property pursuant to Section 22 of this Security instrument; unless (a) cure(s) any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees, and other fees incurred for the purpose of protecting Lender's interests in the Property and rights under this Security instrument, such as attorney fees, interest on the sums secured by this Security instrument, and fees incurred by Lender for such collection as Lender may reasonably require to assure that Lender's interests in the instrument are protected.

20. **Sale of Note; Change of Grantee; Notice of Gravemore.** The Note or a partial interest in the instrument and obligations secured hereby shall remain fully effective as it is accelerated by Lender or any entity or entity, or (d) Electronic Funds Transfer, upon reinstatement by Borrower, this Security instrumentality or entity, or (e) cash; (b) money order; (c) certified check, blank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose depositors are insured by a federal agency, selected by Lender: (a) cash; (b) money order; (c) certified check, blank check, treasurer's check or cashier's security instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one of the following forms, as security instrument, and rights under this Security instrument, unless (a) cure(s) any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees, and other fees incurred for the purpose of protecting Lender's interests in the Property and rights under this Security instrument, such as attorney fees, interest on the sums secured by this Security instrument, and fees incurred by Lender for such collection as Lender may reasonably require to assure that Lender's interests in the instrument are protected.

However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or 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 hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to 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 as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined 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 or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (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 normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**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 foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security

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Form 3014 1/01  
Initials: \_\_\_\_\_

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Page 12 of 13

[Space Below This Line For Acknowledgment]

Julie A. Gross - Borrower  
(Seal)

John B. Stoneberg - Borrower  
(Seal)

Witnesses:

Instrument and in any Rider executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own. of the insurance. The cost of the placement of the insurance may be added to Borrower's total outstanding balance or obligation. Borrower will be responsible for the costs of that insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, including interest and any other charges Lender may require will be recoverable from Borrower in connection with the cancellation or expiration of the insurance. Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may require will be recoverable from Borrower in connection with the cancellation or expiration of the insurance. Borrower may later cancel any insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained any insurance that is made against Borrower in connection with the collateral. Borrower may later cancel any claim that is made against Lender under purchase of insurance that Borrower has obtained any protection Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or protects Borrower's interests to protect Lender's interests in Borrower's collateral. This insurance may not need to insure Borrower's coverage required by Borrower's agreement with Lender, Lender may purchase insurance at any time under the virtue of the Illinois homestead exemption laws.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all fees is permitted under Applicable Law.

this Security instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument. Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

22. Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the title evidence. Remedies provided in this Section 22, including, but not limited to, reasonable attorney's fees and costs of

**UNOFFICIAL COPY****INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois)  
 COUNTY OF Cook)

)  
 ) SS  
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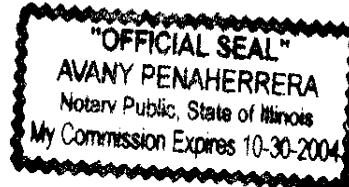
On this day before me, the undersigned Notary Public, personally appeared **John B. Stoneberg and Julie A. Gross, married to each other**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of July, 20 03

By Avany PenaHerrera Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10-30-04



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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of July, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Oak Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**3320 Ravenswood #1, Chicago, IL 60657**

[Property Address]

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

3320 Ravenswood Condominium

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

### **CONDOMINIUM COVENANTS.**

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

#### **A. Condominium Obligations.**

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

#### **B. Property Insurance.**

So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the 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.

Borrower 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 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

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Form 3140 1/01

MULTI-STATE CONDOMINIUM RIDER-Single Family  
Family Member Freddie Mac UNIFORM INSTRUMENT  
Page 2 of 2

*Property of Cook County Clerk's Office*

Rider.

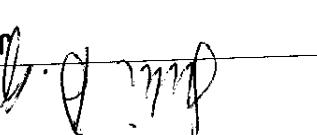
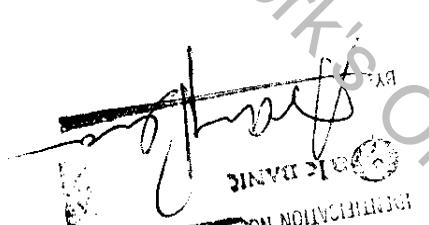
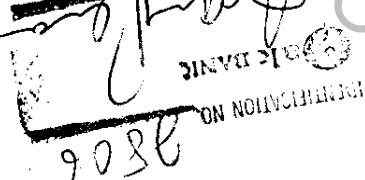
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium  
payable, with interest, upon notice from Lender to Borrower requesting payment.

of the Owners Association; or (iv) any action which would have the effect of rendering the public liability  
express benefit of Lender; (iii) termination of professional management and assumption of self-management  
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  
paid to Lender. 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  
paid to Lender.

John B. Stoneberg - Borrower  
(Seal)

Julie A. Gross - Borrower  
(Seal)

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UNIT A IN THE 3320 RAVENSWOOD CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:  
LOT 2 AND 3 IN BLOCK 2 IN GROSS PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 39 TO 50 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.  
WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99423715; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office