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This instrument was prepared by Name: Wendy Doornbos Address: BankFinancial, F.S.B. 15W060 North Frontage Road Burr Ridge, IL 60527 Doc#: 0329608096 Eugene "Gene" Moore Fee: \$62.00 Cook County Recorder of Deeds After Recording Return To: Date: 10/23/2003 11:25 AM Pg: 1 of 20 BankFinancial, F.S.B. 15W060 North Frontage Road Burr Ridge, IL 60527 [Space Above This Line For Recording Data] 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 sords used in this document are also provided in Section 16. (A) "Security Instrument" means this document which is dated October 03, 2003 , together with all Riders to this document. (B) "Borrower" is MAUREEN F KENNEDY DIVORCED AND NOT SINCE REMARRIED Borrower is the mortgagor under this Security Instrument. (C) "Lender" is BankFinancial, F.S.B. Lender is a Savings Bank organized and existing under the laws of The United States of America . Lender's address is 15W060 North Frontage Road, Burr Ridge, IL 60527 . Lender is the nortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated October 03, 2003 . The Note states that Borrower owes Lender Two Hundred Nine Thousand Two Hundred and no!100 Dollars (U.S. \$ 209,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than Novembe 01, 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 are to be executed by Borrower [check box as applicable]: X Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider X Other(s) [specify] LEGAL RIDER X 1-4 Family Rider Biweekly Payment Rider (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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ITEM 1876L1 (0011)

ILLINOIS—Single Family Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

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- imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are
- of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, pointpaper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to (J) "Bleetronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar
- (K) "Escrow Items" means those items that are described in Section 3.

assumed Borrower's obligations under the Note and/or this Security Instrument.

- Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third parry
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus
- restrictions that are impoled it regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and Regulation X (24 C.T. A. Part 3500), as they might be amended from time to time, or any additional or successor legislation or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, (ii) any amounts under Section 3 of this Security Instrument.
- (P) "Successor in Interest of Dorrower" means any party that has taken title to the Property, whether or not that party has ..A.फ. 178 rabaa ँघहला ठबुहवूरालय babaa

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction] 10

SEE ATTACHED LEGAL DESCRIPTION:

PIN# 17-20-500-011-0000PIQ

PIN# 17-20-500-012-0000p IQ

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PIN# 17-20-228-009-8001PIQ

"Property Address"): sionilH. Droporty Ox Cook 07909 CHICAGO По search bas the address of 1254 S SANGAMON ST # 401

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

[Nip Code]

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

o) record.

Form 3014 1/01

UNOFFICAL TO ORDER CON 1-800-630-63093 PER CONTROL CON HALMOIS—Single Family Famile Mac/Feddie Mac UMFORM INSTRUMENT

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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. Exerc as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of pricrity: (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 Pertodic 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 Borrowe, 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 Pate 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.

Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payment, are due under 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 attain priority over this Security Instrument as a lien or encumbrance on the Property; (c) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender union 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 in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by 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 Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

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HALINOIS—Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

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the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was Precefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's

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

Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Lender in connection with this Loan.

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date on which that notice is given, Borrower shalf satisfy the lien or take one of note of the actions set forth above in this can attain priority over this Security Instrument, Lender may give Borrower and incentifying the lien. Within 10 days of the subordinating the fien to this Security Instrument. If Londer determines that any part of the Property is subject to a fien which ouly until such proceedings are concluded; or (c) secures from the honer of the hen agreement satisfactory to Lender proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but is performing such agreement; (b) contests the lien in good taith by, or defends against enforcement of the lien in, legal in writing to the payment of the obligation secured by the lier in a manner acceptable to Lender, but only so long as Borrower

Borrower shall promptly discludge any lien which has priority over this Security Instrument unless Borrower (a) agrees

shall pay them in the manner provided in Section 3. and Community Association Dues, Pees, and Assessments, if any. To the extent that these terms are Escrow terms, borrower Property which can attain priority over this Security instrument, leasehold payments or ground rents on the Property, if any,

Charges; Liens. Borrower shall paxes, assessments, charges, fines, and impositions attributable to the Funds held by Lender:

Opon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

under RESPA, Lender shall notity Be frower as required by RESPA, and Borrower shall pay to Lender the amount necessary to accordance with RESPA, but in comore than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined Borrower as required by RUSPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in funds in accordance with &ESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lendor shall notify

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess

shall give to Borrower without charge, an annual accounting of the Funds as required by RESPA.

or earnings on the funds. Borrower and Lender can agree in writing, however, that inferest shall be paid on the Funds. Lender writing or Applicable Law requires interest to be paid on the Funds, Londer shall not be required to pay Borrower any interest BOLLOWER INTEREST OR THE Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Rems, unless Lender pays apply the Funds to pay the Escrow Henrs no later than the time specified under RESPA. Lender shall not charge Borrower for (including Londer, if Londer is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall

The Pands shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or otherwise in accordance with Applicable Law. estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Rems

time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall Londer may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the

to Lender all Funds, and in such amounts, that are then required under this Section 3.

or all Escrow Hems at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any tails to pay the amount due for an Eserow Hem. Lender may exercise its rights under Section 9 and pay such amount and

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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 use light 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 proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance 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 insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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ILLINOIS—Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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GREATLAND ■ To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

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and they will not entitle Borrower to any refund.

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

of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or alfiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any include funds obtained from Mortgage Insurance premiums).

mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may salisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreer and the other party (or parties) to these agreements. These agreer and the other party (or parties) to these agreements. with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain lesses it may incur if Borrower provided in the Mote.

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

10. Mortgage Insurance, II Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall acquires fee fille to the Proper 4, the leasehold and the fee fille shall not merge unless Lender agrees to the merger in writing.

If this Security has a transferred, is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower interest, upon notice trair Lender to Borrower requesting payment.

instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such

Any amoun's dishursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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 climinate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this ean include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument. including protecting and/or assessing the value of the Proporty, and securing and/or repairing the Proporty. Londer's actions whalever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in fails to perform the coverants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might

Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Bottower

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- (b). Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, un'ess Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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

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(1100) \$19281 WELL)

HAMODS—Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

1800338034

Form 3014 1/01

and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require 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

transfer of fitle by Borrower at a future date to a purchaser.

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the Property? means any legal or beneficial inferest in the Property, including, but not limited to, those beneficial inferests

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

word "may" gives sole discretion without any obligation to take any action.

words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter conflicting provision.

conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibitor or against agreement by are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly allow the and the law of the jurisdiction in which the Property is located. All rights and obligations construct in this Security Instrument

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law

Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. actually received by Lender. If any notice required by this Security Instrument is any required under Applicable Law, the Borrower. Any notice in connection with this Security Instrument shall not be decaned to have been given to Lender until

or by maiting it by first class mail to Lender's address stated herein unless Lend'y has designated another address by notice to designated notice address under this Security Instrument at any one time. At y notice to Lender shall be given by delivering it address, then Borrower shall only report a change of address through that specified procedure. There may be only one promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of he the Property Address unless Borrower has designated a sub-titute notice address by notice to Lender. Borrower shall Borrower shall constitute notice to all Borrowers unless Applic Law expressly requires otherwise. The notice address shall mailed by first class mail or when actually delivered to Berrower's notice address if sent by other means. Notice to any one Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

waiver of any right of action Borrower might have arising out of such overcharge. provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a reduction will be treated as a partial Lecayment without any prepayment charge (whether or not a prepayment charge is reducing the principal owed under the rhote or by making a direct payment to Borrower. If a refund reduces principal, the from Borrower which exceeded per hitted limits will be refunded to Borrower. Lender may choose to make this refund by charge shall be reduced by the another necessary to reduce the charge to the permitted limit; and (b) any sums already collected other foan charges collected of to be collected in connection with the Loan exceed the permitted limits, then: (a) any such toan

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or

Lender may not charge. Feet that are expressly prohibited by this Security Instrument or by Applicable Law.

Security Instrument in charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. to, attorneys? fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited

14. Loan Charges, Londer may charge Borrower fees for services performed in connection with Borrower's default, for provided in Section 20) and benefit the successors and assigns of Lender.

unless Londer agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this

Subject to the provisions of Section 18, any Successor in Inferest of Borrower who assumes Borrower's obligations under วนอรแดว ร เอนสีเร-ดว

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that

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immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) relies such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and carenses 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 insuled by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations, under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is certified by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any junce I 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 that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the require pents 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).

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

Form 3014 1/01

GREATLAND ■ To Order Call: 1-800-530-9393 ☐ Fax; 616-791-1131

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■ GREATLAND 1511-197-343 :x6713 \$989-939-1 :||t0.1990.0 (TEM 1876L10 (0011) Form 3014 1/01 U.J.INOIS-Single Family Fannie MacFreddie Mac UMFORM INSTRUMENT

23. Release. Upon payment of at sums secured by this Security Instrument, Lender shall release this Security Section 22, including, but not limited Vo. reasonable attorneys' fees and costs of title evidence. judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by cured on or before the (ate specified in the notice, Lender at its option may require immediate payment in full of all the non-existence of a defend or any other defense of Borrower to acceleration and foreclosure. If the default is not further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall (d) that failure to rure the default on or before the date specified in the notice may result in acceleration of the sums (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 Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use t.aw of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, any governmental of regulatory agency of private party involving the Property and any Hazardous Substance of Environmental Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by

Environmental Law, Mothing berein shall create any obligation on Lender for an Environmental Cleanup.

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. Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument,

swal notiting be Minois homestead exemption laws. 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under

he collateral, borrower has obtained insurance to the costs of insurance in connection with the placement of the insurance, until the ensurance. The costs of the insurance may be added to Borrower's total outstanding transminimum insurance may be added to Borrower's total outstanding transminimum insurance may be insurance from the cost of insurance Borrower may be able to obtain on its own insurance may be more than the cost of insurance Borrower may be able to obtain on its own insurance may be more than the cost of insurance Borrower may be able to obtain on its own insurance. The costs of the insurance may be added to Borrower's total outstanding palance or obligation. The costs of the impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may that Borrower has obtained insurance as required by Borrower's and Lender s agreement. If Lender purchases insurance for the the collateral. Borrower may later cancel any insurance purchased by lander, but only after providing Lender with evidence Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with Lender's interests in Borrower's collateral. This insurance may, byt need not, protect Borrower's interests. The coverage that coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

MAUREEN F KENNEDY	(Seal) -Borrower			-Borrower
	-Borrower			(Seal) -Borrowei
	(Scal) -Borrower			-Borrower
),			
Witness:	C)	Witness:		
	7	20,		
State of Illinois County of		972		
This instrument was acknowledged be	fore me on	October 3	,2003	(date) by
Maureen F	. Kenn	edy	TS (name	e[s] of person[s]).
MOTARY "OFFICE	! at a 1 ≥ 1 ± 1 ± 1 ± 1 ± 1 ± 1	_ Gr	U 4/3/9	Notary Public
MOTARY PUBLIC IRENE NELLINOIS COMMISSION F	C. LOVITT			*

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LEGAL RIDER:

UNIT401-S IN UNIVERSITY VILLAGE LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINICPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH HALSTED STREET, AS A 66.00 FOOT RIGHT-OF-WAY, AND THE SOUTH LINE OF WEST 14TH PLACE (WRIGHT STREET); THENCE SOUTH 01 DEGREES 40 MINUTES 53 SECONDS EAST ALONG AN ASSUMED BEARING, BEING SAID WEST LINE 575.01 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE 776.11 FEET TO A POINT ON THE EAST LINE OF VACATED SOUTH SANGMON STREET (PER DOCUMENT NUMBERS 94763032 AND 0010238993), SAID POINT ALSO BEING THE POINT OF BEGINNING; 11/1E NCE CONTINUING SOUTH 88 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID NOT THE LINE 280.74 FEET TO A POINT ON THE EAST LINE OF SOUTH MORGAN STREET; THENCE NORTH 01 DEGREES 44 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE 152.79 FEET, TO A POINT ON A LINE LYING 152.79 FEET NORTH OF AND PARRALLEL WITH THE NORTH LINE OF SAID RAILROAD; THENCE NORTH 88 DEGREES 25 MINUTES 02 SECONDS EAST ALONG LAST DESCIBED PARALLEL LINE 194.33 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 1'2.6') FEET ALONG THE ARC OF NON-TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 54.00 FEET, AND WHOSE CHORD BEARS SOUTH 69 DEGREES 39 MINUTES 47 SECONDS FAST 93.28 FEET TO A POINT ON THE EAST LINE OF SAID VACATED SOUTH SANGAMON STREET; THENCE SOUTH 01 DEGREES 43 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE (17.97 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL RIGHTS APPURTENANT TO THE FOREGOING PROPERTY PURSUANT TO THAT CERTIAN NONEXCLUSIVE AERIAL EASEMENT AGREEMENT DATED JUNE 26, 2001, AND RECORDED JUNE 28, 2001 AS DOCUMENT NUMBER 0010571142.

WHICH SURVEY IS ATTACHED AS EXHIBIT G TO THE DECLAPATION OF CONDOMINIUM FOR THE UNIVERSITY VILLAGE LOFTS DATED JUNE 21, 2001, AS DOCUMENT NUMBER 0020697460, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE A26-S, AS DELINATED AND DEFINED ON THE AFORESAID PLAT SURVEY ATTACHED TO THE AFORESAID DECLARATION RECORDED AS DOCUMENT NUMBER 0020697460, AS AMENDED FROM TIME TO TIME.

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1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 3rd day of October 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 BankFinancial, F.S.B.

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

1524 S SANGAMON ST # 401 CHICAGO, IL 60620

[Property Address]

- 1-4 FAMILY COVE ANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
 - A. ADDITIONAL PROCERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property exceed by the Security Instrument: building materials, appliances and goods of every nature whoseover now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, sloves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
 - B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, 13gul itions and requirements of any governmental body applicable to the Property.
 - C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
 - **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
 - **F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
 - G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mae UNIFORM INSTRUMENT

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of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any finds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of octault to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so a any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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BY SIGNING BELOW, B 1 through 3 of this 1-4 Family Ri	orrower accepts and	agrees to the terms and pr	ovisions contained in pages
t mough 5 of this 1-4 Faimly Ki	der.		
Mange Flyn	Med (Seal)		(Seal)
MAUREEN F KENNEDY	-Borrower		-Borrower
	(Scal)		(Seal)
	-Borrower		-Borrower
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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3rd day of October 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 BankFinancial, F.S.B.

15W060 North Frontage Road, Burr Ridge, IL 60527 Savings Bank

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

1524 S SANGAMON ST # 401 CHICAGO, IL 60620

[Property Address]

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

UNIVERSITY VILLAGE

[Name of Condominium Project]

(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 Ecrower'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 incintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condom oium 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 of 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.

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

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Form 3140 1/01

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

ITEM 1623L1 (0011)

(Page 1 of 2 pages)

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- **C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, viith interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts an Lagrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

MAUREEN F KENNEDY -Borrower	(Seal) -Borrower
(Scal) -Borrower	(Seal) -Borrower
(Scal) -Borrower	(Seal)

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of October 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 Adjustable Rate Note (the "Note") to BankFinancial, F.S.B.

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

1524 S SANGAMON ST # 401 CHICAGO, IL 60620

[Property Address]

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

ADDITIONAL COVENANTS. In Addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.0000 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **November 2006** and on that day every 12th month thereafter. Each date on which my integer rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three and One Quarter**

percentage points (3.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Fannie Mae 4-2/5-2/6-2 ARM

Form 3111 1/01

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■ GMELTAND GREE Call: 1-800-530-9393 □ Ray 61:161-167-315

Eannie Mac 4-2/5-2/6-2 ARM EDUDIC MUCKICOMIC VICE UNIFORM INSTRUMENT MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Dannily

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without further notice or demand on Borrower.

expiration of this period, Londer may invoke any remedies permitted by this Security Instrument sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the the date the notice is given in accordance with Section 15 within which Borrower must pay all Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from

If Lender exercises the option to require immediate payment in full, Lender shall give Воггомег ін мийнд.

continue to be obligated under the Note and this Security Instrument unless Lender replaces all the promises and agreements made in the Note and in this Security Instrument. Borrower will sign an assumption agreement that is acceptable to Lender and that obligates the transfere, to keep condition to Lender's consent to the loan assumption. Lender may also require it eli ansferee to

To the extent permitted by Applicable Law, Lender may charge a reconable fee as a a breach of any covenant or agreement in this Security Instrument is acceptable to Lender. determines that Lender's security will not be impaired by the loan assumption and that the risk of intended transferce as it a new loan were being made to the transferce. And (b) Lender reasonably (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the such exercise is prohibited by Applicable Law. Lender also shall not exercise this option it:

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

future date to a purchaser. sales contract or escrow agreement, the intert of which is the transfer of title by Borrower at a limited to, those beneficial interests transformed in a bond for deed, contract for deed, installment

"Interest in the Property" means any iceal or beneficial interest in the Property, meluding, but not Transfer of the Property or a 3e acticial Interest in Borrower. As used in this Section 18,

Section 18 of the Security Listrum and is amended to read as follows:

TRANSFER OF THE PIPE PERTY OR A BENEFICIAL INTEREST IN BORROWER

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

(F) Nedes of Changes

monthly payn ent changes again.

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

(E) Effective Date of Changes

preceding 12 months. My interest rate will never be greater than .% 0000.01

Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the 3.2500 %. Thereafter, my interest rate will never be increased or decreased on any single The interest rate I am required to pay at the first Change Date will not be greater than % 0000.9

(D) Limits on Interest Rate Changes

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

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider. (Seal) (Scal) -Borrower Topeny or Cook County Clerk's Office (Seal) -Borrower (Seal) -Borrower

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Fannie Mac 4-2/5-2/6-2 ARM

Form 3111 1/01