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NATIONAL CITY MORTGAGE CO. P.O. BOX 809068 DALLAS, TX 75380-9068



Doc#; 0407808102

Eugene "Gene" Moore Fee: \$62.00 Cook County Recorder of Deeds Date: 03/18/2004 12:04 PM Pg: 1 of 20

Prepared By: RHONDA MAYWEATHER NATIONAL CITY MORTGAGE CO. P.O. BOX 809068 DALLAS, TX 75380-9068

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MORTGAGE

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DEFINITIONS

200/2 Ox COOF 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.

March 5, 2004 Clert's Office (A) "Security Instrument" means this document, which is dated together with all Riders to this document.

(B) "Borrower" is

MICHAEL SANDLER An Unmarried Man

Borrower is the mortgagor under this Security Instrument. EXECUTIVE FINANCIAL CORP (C) "Lender" is

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

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

Form 3014 1/01

Page 1 of 15

VMP MORTGAGE FORMS - (800)321-7291



0407808102 Page: 2 of 20

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2980 S RIVER ROAD . DES PLAINES, IL 60018

Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated March 5. 2004
The Note states that Borrower owes Lender
ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED & 00/100 Dollars (U.S. \$ 151,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than April 1, 2034
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(F) "Loar, 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]:
Adjustable Rate Fide X Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider 1-4 Family Rider VA Rider Biweekly Payment Rider Other(s) [specify]

- (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.
- (I) "Community Association Dues, Fees, 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.
- (J) "Electronic Funds Transfer" means any transfer of finds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic 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.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of 'amages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all et any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions is to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.



Lender's address is

0407808102 Page: 3 of 20

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

Cook

[Name of Recording Jurisdiction]:

Parcel ID Number:

("Property Address"):

which currently has the address of

[Street]

[Zip Code]

which c

[Ay] Illinois

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby to veyed and has the right to mortgage, grant and convey the Property and that the Property is unencumoeded, 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.

Initials: US

EXP_-6(IL) (0010)

Page 3 of 15

Form 3014 1/01

0407808102 Page: 4 of 20

UNOFFICIAL COPY

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 waver 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 go 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 coverants 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 repecame 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 a coder 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 charge, 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 exceed or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments 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 Instruction as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance 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 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



Initials:

0407808102 Page: 5 of 20

UNOFFICIAL COPY

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

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

The Funds small te held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner agreetable 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 a one 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



Initials: 165

Form 3014 1/01

Page 5 of 15

0407808102 Page: 6 of 20

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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 $m_{\rm ext}$ require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Londer 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. Wha funder requires pursuant to the preceding sentences can change during the term of the Loan. The insurance arrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprov. 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 sed sequent 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 flored flored flored an abjection by Borrower.

If Borrows: fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at accounts option and Borrower's expense. Lender is under no obligation to purchase any particular type of amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability a 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 remasting payment.

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

In the evaluation of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof coass if not made promptly by Borrower. Unless Lender and Borrov er otherwise agree in writing, any is some proceeds, whether or not the underlying insurance was required by Jonder, shall be applied to recognition 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 instance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been con as Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may conceeds for the repairs and restoration in a single payment or in a series of progress work is completed. Unless an agreement is made in writing or Applicable Law requires payments as it. : 60 such insurance proceeds, Lender shall not be required to pay Borrower any interest or interest to be a groceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be earnings on s inturance proceeds and shall be the sole obligation of Borrower. If the restoration or paid out of repair is not conomically feasible or Lender's security would be lessened, the insurance proceeds shall be appled to the sums secured by this Security Instrument, whether or not then due, with the





0407808102 Page: 7 of 20

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

If Borrow is abandons the Property, Lender may file, negotiate and settle any available insurance claim and related means. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has official 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 an 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 interaction proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- **6.** Occar who, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 day. For 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 writer it, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Prese valion, 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 no dorrower 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 appair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection what damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the application of the repair and restoration in a single payment of in a series of progress payments as the work is completed. If a importance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is no advected of Borrower's obligation for the completion of such repair or restoration.

Lender of a signer 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 not. 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 Porrower's knowledge or consent gave applicationly 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.
- 9. Prote that of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower the corporation the coverages and agreements contained in this Security Instrument (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of them which may attain priority over this Security Instrument or to enforce laws or regulations), or an identification abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. I coder'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



Initials:

0407808102 Page: 8 of 20

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, 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. Mortg ge Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shan may 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 Mor gage Insurance previously in effect, from an alternate mortgage insurer selected by London, it 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 w'll accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such toss reserve shall be non-refundable, notwithstanding the fact that the Loan is ulumately 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 un'il te mination 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 I-surance reimburses Lender (or any entity that purchaser 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 is surers 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 Instruct, or any other terms of the Loan. Such agreements will not increase the amount Borrower with a left Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any same ogreements will not affect the rights Borrower has - if any - with respect to the Mortgage Innarance 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





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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 an paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

any, paid to harm were

In the case of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property annued tely 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 fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the every of a partial taking, destruction, or loss in value of the Property in which the fair market value of the energy immediately before the partial taking, destruction, or loss in value is less than the amount of the sams secured immediately before the partial taking, destruction, or loss in value, unless Borrower and bander otherwise agree in writing, the Mischaneous 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 noice 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 be der within 30 days after the date the notice is given. Lender is authorized to collect and apply the Market means Proceeds either to restoration or repair of the Property or to the sums secured by this Security Institute int, whether or not then due. "Opposing Party" means the mird party that owes Borrower Miscellaneous. If seec is or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower's all be in default if any action or proceeding, whether civil or criminal is begun that, in Lender's judgia. ., 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 it acceleration has occurred, and state as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in lander's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages as a recatributable to the impairment of Lender's interest in the Property are hereby assigned and shall be padd of further.

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

12. Boy a relief Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or many eat an of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in the sums secured by this Security Instrument granted by Lender shall not operate to release the liability of Borrower or any Successor in the sums secured to extend time for payment or otherwise modify amortization of the sums security this Security Instrument by reason of any demand made by the original Borrower or





0407808102 Page: 10 of 20

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any Successes the Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, whose thin itation, Lender's acceptance of payments form third persons, entities or Successors in Interest of Botto there in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of at yit that or remedy.

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

Subjective e provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations and its this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's replacement benefits under this Security Instrument. Borrower shall not be released from Borrower's replacement and liability under this Security Instrument unless Lender agrees to such release in writing. The contract and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the subjections and assigns of Lender.

14. Level harges. Lender may charge Borrower fees for services performed in connection with Borrower's a final purpose of protecting Lender's interest in the Property and rights under this Security Instant. It is cluding, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any to refers, the absence of express authority in this Security Instrument to charge a specific fee to Borrower and the construed is a prohibition on the charging of such fee. Lender may not charge fees that are express in prohibited by this Security Instrument or by Applicable Law.

If the last is a surject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest is over loan charges collected or to be collected in connection with the Loan exceed the permitted limits, lear (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 by Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by taking a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a pair all prepayment without any prepayment charge (whether or not a prepayment charge is provided for the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a subject of any right of action Borrower might have arising out of such overcharge.

All notices given by Borrower or Lender in connection with this Security Instrument must be in writing A vertice to Borrower in connection with this Security Instrument shall be deemed to have been given to be rober when mailed by first class mail or when actualry delivered to Borrower's notice address if security means. Notice to any one Borrower shall constitute potice to all Borrowers unless Applicable to properly address unless Borrower had a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower shall only report a change of address, then she only one designated a substitute notice address through that specified procedure. There may be only one designated a designated a substitute notice address through that specified procedure. There may be displayed a substitute notice address through that specified procedure. There may be only one designated a displayed and hotice address under this Security Instrument at any one time. Any notice of Lender shall be given by the displayed address by notice to Borrower. Any notice in connection with this Security Instrument shall not be displayed and to have been given to Lender until actually received by Lender. If any notice required by this Security and the address of the salso required under Applicable Law, the Applicable Law requirement will satisfy the correspond.

by federal least agreement shall be governed by federal least away for the jurisdiction in which the Property is located. All rights and obligations contained in a Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable 11. Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable 11. Security Instrument are subject to any requirements and limitations of Applicable Law. Such silence and the beconstrued as a prohibition against agreement by contract. In the event that any provision or a so whis Security Instrument or the Note conflicts with Applicable Law, such conflict shall

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0407808102 Page: 11 of 20

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

As used it this Security Instrument: (a) words of the masculine gender shall mean and include corresponding to the words or words of the feminine gender; (b) words in the singular shall mean and include the ρ -bra and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the 3 operty" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the in out of which is the transfer of title by Borrower at a future date to a purchaser.

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

If i end recess this option. Lender shall give Borrower notice of acceleration. The notice shall provide a per or of nor less than 30 days from the date the notice is given in accordance with Section 15 within which 36 ower must ray 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 term and on Borrower.

19. Bound er's Right to Relastate After Acceleration. If Borrower meets certain conditions, Borrower shall we 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 parton as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of the agreet enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all so as united then would be due under this Security Instrument and the Note as if no acceleration had occurred (i) cures any default of any other covenants or agreements; (c) pays all expenses incurred in earny instrument, including, but not limited to, reasonable attorneys' fees, property enforcing the inspection as a valuation fees, and offer fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to a ser that Lender's interest in the Property and right; under this Security Instrument, and Borrower's a listation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise are their under Applicable Law. Lender may require that Borrowe pay such reinstatement sums and expense; in the or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified these, that check, treasurer's check or cashier's check, provided any such theck is drawn upon an institution was a legastes are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer, Upon Timentoment by Burrower, this Security Instrument and obligations securing hereby shall remain fully the are as the acceleration had occurred. However, this right to reinstate shall occurred apply in the case of access on an ander Section 18.

20. Saw of change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together A sale might be a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note, is decarity Instrument and performs other mortgage loan servicing obligations under the Note, is decarity 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 as fee of the change which will state the name and address of the new Loan Servicer, the address to when payments should be made and any other information RESPA requires in connection with a





0407808102 Page: 12 of 20

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

Neither 3c lower for Lender may commence, join, or be joined to any judicial action (as either an individual litigate or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or the alleges that the other party has breached any provision of, or any duty owed by reason of, this Security has ment, until such Borrower or Lender has notified the other party (with such notice given in compliance with a requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable paid after the giving of such notice to take corrective action. If Applicable Law provides a time period which are leaper before certain action can be taken, that time period will be deemed to be reasonable for purposes of a law paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 20 at a poportunity 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 too c or hazardous substances, pollutants, or wastes by Environmental Law and the following substances, to the flammable or toxic petroleum products, toxic pesticides and herbicides, velaited solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental deviation or environmental projection; (c) "Environmental Cleanup" includes any response action, remedial actions are according to the control of the con

Borrow and not cause or permit the prefence, use, disposal, storage, or release of any Hazardous Substances, or a cause to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow abyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which reaces an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substances shall apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that the generally recognized to be appropriate to normal residential uses and to maintenance of the Property one ading, but not limited to, hazardous substances in consumer moducts).

Borrower all mountly give Londer written notice of (a) any investigation, claim, demand, lawsuit or other action by any potential of regulatory agency or private party involving the Property and any Environment. Hazardous of any address in actions in actions.

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Initials: 195

0407808102 Page: 13 of 20

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

22. Acres ration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's in the of any covenant or agreement in this Security Instrument (but not prior to acceleration in at Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (a) he action required to cure the default; (c) a date, not less than 30 days from the date the notice is well a to Borrower, by which the default must be cured; and (d) that failure to cure the are the date specified in the notice may result in acceleration of the sums secured by this Security is removed, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform someower of the right to reinstate after acceleration and the right to assert in the eding the non-existence of a default or any other defense of Borrower to acceleration foreclosu, e ve and foreclos at if the default is not cured on or before the date specified in the notice, Lender at its option may ire immediate payment in full of all sums secured by this Security Instrument without further demand and many foreclose this Security Instrument by judicial proceeding. Lender shall be in the backs incurred in pursuing the remedies provided in this Section 22, including, entitled to colle , reasonable attorneys' fees and costs of title evidence. but not limited

. Upon payment of all sums secured by this Security Instrument, Lender shall release this et. Borrower Shall pay any recordation costs. Lender may charge Borrower a fee for air. In trumers, it only if the fee is paid to a third party for services rendered and the releasing this is permitted under proficable Law. charging of the

of the destead. In accordance with Illinois law, the Borrower hereby releases and waives 24. W: all rights unc He, vicuse of the hissons homesteral exemption laws.

nt of Collateral Protection Insurance Unless Borrower provides Lender with evidence 25. Pla : evenues required by Borrower's agreement with Lender, Lender may purchase insurance at of the insura: se represent Lender's interests in Borrower's collateral. This insurance may, but need not, Borrower's con protect Borre insercess. The coverage that Lender purchases may not pay any claim that Borrower makes is place against Borrower in connection with the collateral. Borrower may later cancel any or any claim ed by Lender, but only after providing Lender with evidence that Borrower has obtained insurance puinsurance as a sired to Borrower's and Lender's agreement. If Lender purchases insurance for the er the he response do for the costs of that insurance, including interest and any other collateral, Born charges Lend by large in corase ion with the placement of the insurance, until the effective date of the perclass of the insurance. The costs of the insurance may be added to Borrower's total cancellation outstanding ce of oligation. The costs of the insurance may be more than the cost of insurance Borrower maj abl. to obtain on its own.

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Form 3014 1/01

0407808102 Page: 14 of 20

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BY SIGHT G BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instance at and be any Rider executed by Borrower and recorded with it. Witnesses: (Seal) -Borrower MICHAEL SANDLER 00000 Ox (Seal) -Borrower (Seal) (Seal) -Borrower Colling Clark's Office (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower

Page 14 of 15



0407808102 Page: 15 of 20

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STATE OF I NOIS, COUNTY SS:

I, CARRIE OF I NOIS, A Notary Public in and for said county and state do liere with the Same person(s) whose name(s) subscribed to the foregoing instrument,

personally kies is to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before the this day in person, and acknowledged that he/she/they signed and delivered the said instrument as it per/their free and voluntary act, for the uses and purposes therein set forth.

Given and my hand and official seal, this

0.

Votary Diblic

"OFFICIAL SEAL"
KARLA E. ORTIZ
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04/01/2007

My Comnis.

Initials: <u>US</u>

Of County Clart's Office

0407808102 Page: 16 of 20

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0003116121

CONDOMINIUM RIDER

THIS COMMINIUM RIDER is made this

5th day of March 2004

and is incorpated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Devil are "Security Instrument") of the same date given by the undersigned (the "Borrower") to

secure Borro Note to

EXECUTI: INAMCTAL CORF

(the

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

1026 CAD. TRAN CT APT 318, GLENVIEW, Illinois 60025

[Property Address]

The Property andudes a unit on, together with an undivided interest in the common elements of, a

condominium : Lect known as:

GLENCOVE CLATES

Evane of Condominium Project]

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

and benefits . Thoward interest.

CONDS - SIUM COVENANTS. In addition to the covenants and agreements made in the Security

Instrument : ... wer and Lender further covenant and agree as follows:

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

B. Proceedinsurance. So long as the Owners Association maintains, with a generally accepted insurance case of "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which proceeding in the amounts (including deductible levels), for the periods, and against loss to the condominium candomic including deductible levels), for the periods, and against loss to the condominium project which is satisfactory to Lender and which proceedings including the term "extended coverage," and any other hazards, including, but not limit to the condominium project which is satisfactory to Lender and which proceedings in the amounts (including deductible levels), for the periods, and against loss to the condominium project which is satisfactory to Lender and which proceedings in the amounts (including deductible levels), for the periods, and against loss to the condominium project which is satisfactory to Lender and which proceedings in the amounts (including deductible levels), for the periods, and against loss to the condominium project which is satisfactory to Lender and which proceedings included within the term "extended coverage," and any other hazards, including, but not limit to the condominium project which is satisfactory to Lender and the condominium project which is satisfactory to Lender within the term "extended coverage," and any other hazards, including the condominium project which is satisfactory to Lender within the term "extended coverage," and any other hazards, including the condominium project which is satisfactory to Lender within the term "extended coverage," and any other hazards, including the condominium project which is satisfactory to Lender within the term "extended coverage," and any other hazards, including the condominium project which is satisfactory to Lender within the term "extended coverage," and any other hazards, including the coverage within the term "extended coverage," and any other hazards, including the coverage within the term "extended coverage," an

Page 1 of 3 VMP MOKES

Initials: MS

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0407808102 Page: 17 of 20

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provision in 1 can 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 a Property is deemed satisfied to the extent that the required coverage is provided by the Owners Associated appears.

Which is regalled as a confident of this waiver can change during the term of the loan.

Borro at give Lender prompt notice of any lapse in required property insurance coverage provided by a safe r or blanket policy.

In the confidence of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the confidence of the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to the unit or to common elements.

D. Core action. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in a section with any condemnation or other taking of all or any part of the Property, whether of the unit or consequence in lieu of condemnation, are hereby assigned and shall be paid and proceeds shall be applied by Lender to the sums secured by the Security Instrument to the sums secured by the Security and Las Section 11.

coor Consent. Borrower shall no except after notice to Lender and with Lender's prior E. Le: written const be a partition or supplivide the Property or consent to: (i) the abandonment or termination of the Conden Region, except for abandonment or termination required by law in the case of substantial or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any destruction provision of the Constituent Documents if the provision is for the express benefit of amendment Lender; (iii nation of professional management and assumption of self-management of the Owners x, any action which would have the effect of rendairg the public liability insurance Association d by the Owners Association unacceptable to Lender. coverage na

F. Ren pay them we have does not pay condominium dues and assessments when due, then Lender may pay them we have does not pay condominium dues and assessments when due, then Lender may pay them we have disbursted by Lender under this paragraph F shall become additional debt of Borrower section of the detection of the date of disbursement at the Note rate and shall be payable, with interest, up to the date of disbursement at the Note rate and shall be payable, with a trunk lender to horrower requesting payment.

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Page 2 of 3

Form 3140 1/01

0407808102 Page: 18 of 20

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BY SI Condomina	27. DELOW, Borrower accepts and	agrees to the terms and provision	ons contained in this
	(Seal)	MICHAEL SANDLER	(Seal)
	(Seal)		(Seal)
	-Borrower		-Borrower
	-Borrow 'r		(Seal) -Borrower
	(Seal) -Borrower	C/O/A	(Seal) -Borrower
ШР-8 К (∶	Page	3 of 3	Form 3140 1/01

0407808102 Page: 19 of 20

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BORROWER OCCUPANCY RIDER

This 1	wor Occupancy Rider is made	this 5th day of March	
2004		be deemed to amend and supplement the	
Mortgage, D	Storest, or Security Deed (the '	"Security Instrument") of the same date given	
by the unders	HANG Bornshor") to secure sai		
EXECUTIVE	TOTAL TORP. 2980 S RIVER F	ROAD, DES PLAINES, IL 60018 (the	
"Lender") or	and date and covering the prop	perty described in the Security Instrument and	
located at:			
<u> 200</u>	S ILIAN CT APT 318		
GLE	Illinois 60025		
•			
Addit		the covenants and agreements made in the	
Security Insta	and Lender further	r covenant and agree as follows:	
BORROWE	A TAPANCY COVENANT		
Donne	O Danarty	og horrower's principal regidence within givty	
Borro	Lies to occupy the property as borrower's principal residence within sixty		
(60) days aft	may, at its option, require immediate payment in full of all sums secured by		
property, Len			
this Security prohibited by	However, this option shall not be exercised by Lender if exercise is as of the date of the Security Instrument.		
promoned by	an of the date of the security in		
By sig	alow Rongway secents and a	agrees to the terms and covenants contained in	
this Borrowe.	a acopis aid t	igrees to the string and covernants contained in	
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Borrower		Borrower	

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0407808102 Page: 20 of 20

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000389793 SC

STREET ADDRESS: 1026 CASTILIAN COURT #318

CITY: GLENVIEW COUNTY: COOK COUNTY

TAX NUMBER: 04-32-200-020-1123

LEGAL DESCRIPTION:

UNIT NUMBER D201 IN THE CASTILIAN COURTS CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25378419, AS AMENDED FROM WILL
FY, ITAL

OF COLUMN CLARKS OFFICE

OFFICE TIME TO TIME, TOGLIHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.