

UNOFFICIAL COPY



Doc#: 0505432184
Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 02/23/2005 11:43 AM Pg: 1 of 13

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
VICTORIA TOLMAN
COUNTRYWIDE HOME LOANS, INC.



01042126/NNNT/SS/7064

1212 SOUTH NAPER BLVD., STE
106
NAPERVILLE, IL 60540

[Space Above This Line For Recording Data]

N01042126

0006790611801005

Escrow/Closing #

[Doc ID #]

MORTGAGE (Line of Credit)

MIN 1000157-0004673437-8

THIS MORTGAGE, dated JANUARY 20, 2005, is between
THOMAS E BURNS JR, A MARRIED MAN

residing at

3531 VANILLA GRASS DR, NAPERVILLE, IL 60564

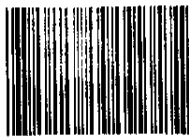
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with
an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for
COUNTRYWIDE HOME LOANS, INC.
("Lender" or "you") and its successors and assigns. MERS is the "Mortgagee" under this Mortgage.

TEB Jr
RLE

• MERS HELOC - IL Mortgage
1D999-IL (02/04)(d)

Page 1 of 7

Initials: _____



* 2 3 9 9 1 *



* 0 6 7 9 0 6 1 1 8 0 0 0 0 1 D 9 9 9 *

Near North National Title
222 N. LaSalle
Chicago, IL 60601

13

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DOC ID #: 0006790611801005

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the premises located at:

130 N GARLAND CT UNIT 2112, CHICAGO
Street, Municipality

COOK
County

Illinois 60602-4712 (the "Premises").
ZIP

and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID #: 17-10-309-001-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 30,900.00 or so much thereof as may be advanced and readvanced from time to time to
THOMAS E. BURNS JR

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated JANUARY 20, 2005, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

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DOC ID #: 0006790611801005

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 01/20/2005 and given by us to

COUNTRYWIDE HOME LOANS

as mortgagee, in the original amount of \$ 311,224.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including thereon and there.

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DOC ID #: 0006790611801005

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4559 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with the Uniform Commercial Code.

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DOC ID #: 0006790611801005

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

Property of Cook County Clerk's Office

Thomas E Burns JR Buy Share - Refed as the attorney in fact

Mortgagor: THOMAS E. BURNS JR (SEAL) 11/26/08

Mortgagor: (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

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DOC ID #: 0006790611801005

STATE OF ILLINOIS,

Cook County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Thomas E. Burns Jr. by Bharti K. Patel as his attorney in fact, personally known to me to be the same person ~~(s)~~ whose name ~~(s)~~ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he she signed and delivered the said instrument as free and voluntary act, for the uses and purposes the rein set forth.

Given under my hand and official seal, this 20th day of January 2005



My Commission Expires 1/19/08

This Instrument was prepared by Continuity

[Signature]
Notary Public

Property of Cook County Clerk's Office

Prepared by: VICTORIA TOMAN

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COUNTRYWIDE HOME LOANS, INC.

DATE: 01/20/2005
CASE #:
DOC ID #: 0006790611801005
BORROWER: THOMAS E. BURNS JR
PROPERTY ADDRESS: 130 N GARLAND CT UNIT 2112
CHICAGO, IL 60602-4712

Branch #: 0000132
1212 SOUTH NAPER BLVD., STE 106
NAPERVILLE, IL 60540
Phone: (630) 637-6450
Br Fax No.: (630) 357-6889

LEGAL DESCRIPTION EXHIBIT A

Property of Cook County Clerk's Office

FHA/VA/CONV
• Legal Description Exhibit A
1C404-XX (04/03)(d)



TEB
1/20

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Exhibit A

Parcel 1:

Unit 2112 and Parking Space Unit P-6-74 together with the exclusive right to use of the Limited Common Element Storage Space numbered S800-50 in The Heritage at Millennium Park Condominium as delineated and defined on the Plat of Survey of the following described parcels of real estate:

Part of Lots 1 to 6, inclusive, in Block 12 in Fort Dearborn Addition to Chicago in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which Survey is attached as Exhibit "C" to the Declaration of Condominium recorded December 16, 2004 as document number 0435103109, as amended from time to time, together with their undivided percentage interest in the Common Elements.

Parcel 2:

Easement appurtenant for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements recorded December 16, 2004 as document number 0435103107 for ingress and egress, for maintenance, structural support, use of facilities, encroachments, common walls, utilities and permanent canopy over the land described therein. (Said land commonly referred to as the retail parcel.)

PIN:17-10-309-001, 17-10-309-003, 17-10-309-004, 17-10-309-005, 17-10-309-006, 17-10-309-007, 17-10-309-008, 17-10-309-010, 17-10-309-011

The mortgage of the subject unit should contain the following language: _____

The mortgagor also hereby grants to the mortgagee, its successors and assigns, as right and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium.

This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

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CONDOMINIUM RIDER

Return To:

COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:

17-10-309-001-0000

Prepared By:

VICTORIA TOLMAN
COUNTRYWIDE HOME LOANS, INC.

1212 SOUTH NAPER BLVD., STE
106
NAPERVILLE
IL 60540

N01042126

[Escrow/Closing #]


0006790611801005

[Doc ID #]

MULTISTATE CONDOMINIUM RIDER - Single Family/Second Mortgage
Page 1 of 4

Initials: FTB JR
420

3/99

 -208R (0402)

CHL (06/04)(d)

VMP Mortgage Solutions, Inc. (800)521-7291



* 2 3 9 9 1 *



* 0 6 7 9 0 6 1 1 8 0 0 0 0 1 2 0 8 R *

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DOC ID #: 0006790611801005

THIS CONDOMINIUM RIDER is made this TWENTIETH day of JANUARY, 2005, 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 COUNTRYWIDE HOME LOANS, INC.

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

130 N GARLAND CT UNIT 2112, CHICAGO, IL 60602-4712

[Property Address]

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

THE HERITAGE AT MILLENIUM PARK

[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 Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount's (including deductible levels), for the period, 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 Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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BYE

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DOC ID #: 0006790611801005

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 hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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. All amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

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BLW

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DOC ID #: 000679061180100

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

Thomas E Burns Jr by Shah Patel as (Seal)
THOMAS E. BURNS JR - Borrower

his attorney in fact (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

Property of Cook County Clerk's Office