



Doc#: 0516408147 Eugene "Gene" Moore Fee: \$40.00 Cook County Recorder of Deeds Date: 06/13/2005 02:15 PM Pg: 1 of 9

TICOR TITLE 565716

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 6, 2005 Andrew A. Rybarczyk, A SINGLE MAN

. The mortgagor is

("Borrower"). This Security Instrument is given to FOUNDERS BANK

, which is organized and

existing under the laws of the THE STATE OF LLIPOIS and whose address is 6825 WEST 111TH STREET WORTH, ILLINOIS 60482 Borrower owes Lender the principal sum of Five Thousant and 00/100

("Lender").

Dollars (U.S. \$ 5,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides, with the full debt, to be to given on JUNE 6, 2010 if not repaid at an earlier date pursuant to the note. The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) 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 the following described property located in Cook

County, Illinois:

Unit 224 in Regal Chateaux 1 Condominium, as delineated on Survey of certain Lots or parts tehreof in Regal Chateaux Subdivision of Lot 3 (except the East 400 Feet thereof) in Arthur T. McIntosh and Company's Richwood Farms, being a Subdivision of the East 1/2 of the Northeast 1/4 of Section 4, Township 36 North, Range 13 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium made by Ford City Bank as Trustee under front Number 615 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 23621971, as amended from time to time together with its undivided Percentage Interest in the Common Elements, in Cook County, Illinois.

which has the address of 4945 Regal Court #224 Crestwood ("Property Address");

[City], Illinois 60445

[Street], [Zip Code]



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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations or time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the soligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrover 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the hazards shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender require, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londer's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security

interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrumant. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 6. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borro ver chall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 proftgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to main ain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 7. Inspection. Lender or its agent may make reasonable entires upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- **8.** Condemnation. The proceeds of any award or claim for dawages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in list of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b)) the fair the ket value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 9. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 11. Loan the ges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 12. Notices. Any notice to Bo rover provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borra wer designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein of any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be defined to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The rotice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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 bender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 15.

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- 17. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Brazov er has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the billowing substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatily solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environment il redisction.

NON-UNIFORM COVENANTS. Dorrower and Lender further covenant and agree as follows:

- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this S curity Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The no ice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the cate the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defeast of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Londer at its option may require immediate payment in full of all sums secured by this Security Instrument without farther demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable autorogys' fees and costs of title evidence.
- 20. Release. Upon either the expiration of five years from the date of this Security Instrument or the reimbursement of the remaining sums due. Lender shall release this Security Instrument without charg, to Borrower. Borrower shall pay any recordation costs.
 - 21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 22. Riders to this Security Instrument. If one or more riders are executed by Borro ver and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporate in o and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider	X	Condominium Rider	1-4 Family Rider
Graduated Payment Rider		Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider		Rate Improvement Rider	Second Home Rider
Other(s) [specify]			

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower STATE OF ILLINOIS, COOK I, We will be compared by certify that Andrew A. Prybarczyk personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s) Subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as instrument as Notary Public Given under my hand and official seal, this 6th day of June, 2005 My Commission expires: 10-19-00 Notary Public To FFICIAL SEAL"	Witnesses:	
(Scal) (Scal)		
Borrower (Seal) Borrower STATE OF ILLINOIS, COOK I, We We County ss: a Notary Public in any for said county and state do hereby certify that Andrew A. Rybarczyk personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of June, 2005 My Commission expires: 10-19-00 Notary Public "OFFICIAL SEAL"		Andrew A. Rybarczyk -Bonower
Borrower (Seal) Borrower STATE OF ILLINOIS, COOK I, We We County ss: a Notary Public in any for said county and state do hereby certify that Andrew A. Rybarczyk personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of June, 2005 My Commission expires: 10-19-00 Notary Public "OFFICIAL SEAL"		•
Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower County ss: a Notary Public in any for said county and state, do hereby certify that Andrew A. Rybarczyk personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as No free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of June, 2005 My Commission expires: 10-19-00 Notary Public "Official SEA"	(Seal) -Borrower	(Seal) -Вопоwer
STATE OF ILLINOIS, cook I, We would a Notary Public in an for said county and state, do hereby certify that Andrew A. Rybarczyk personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of June, 2005 My Commission expires: 10-19-00 Notary Public "OFFICIAL SEAL")		(Seal) -Borrower
STATE OF ILLINOIS, COOK I, Jee Wolf (S) Owlow a Notary Public in any for said county and state, do hereby certify that Andrew A. Rybarczyk personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of June, 2005 My Commission expires: 10-19-00 Notary Public OFFICIAL SEAL"	, , ,	(Seal) -Borrower
appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as \(\text{Notary Public} \) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of June, 2005 Notary Public "OFFICIAL SEAL"	STATE OF ILLINOIS, COOK	2,0
OFFICIAL SEAL"	appeared before me this day in person, and acknowledged that instrument as free and voluntary act, for the	he signed and delivered the said uses and purposes therein set forth.
NOTARY PUBLIC, STATE OF ILLINOIS &		"OFFICIAL SEAL" MARILYN SITKIEWICZ NOTARY BIRLIC STATE OF HUBBIN

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6th day of June, 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 FOUNDERS BANK

(the

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

> 4945 Regal Court #224, Crestwood, ILLINOIS 60445 [Property Address]

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

> Regal Chateaux 1 [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 covergat 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 Condon in um Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condon inium 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, earthquekes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in

92710836

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

VMP-8R (0411)

Form 3140 1/01

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Initials:

VMP Mortgage Solutions, Inc.

(800)521-7291

DE 20215-01

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Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrover shall give Lender prompt notice of any lapse in required property insurance coverage ployided 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 Sorrower 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 such 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, with interest, upon notice from Lender to Borrower requesting payment.

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Initials: **A** Form 3140 1/01



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

11/	A		(Seel)
Andrew A. Rybarczyk	-Borrower		(Seal) -Borrow er
O CAX			
	(Seal)		(Seal)
	-Borrower		-Borrower
	Co		(Seal)
	(⊙eal) -Borrow⊘r		-Borrow er
	C	40%	20,,0,,0
	(Seal)		(Seal)
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