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This lien is subject and subordinate to the 310,749.00 Mortgage recorded as Document Number 0523541180.

Doc#: 0523541181 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/23/2005 03:53 PM Pg: 1 of 14



Doc#: 0531939023 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/15/2005 09:45 AM Pg: 1 of 14

*Sub 2012 / MTL AG
3IF A11*
PREPARED BY AND AFTER
RECORDING RETURN TO:
Brown, Uebel & Pomerantz, Ltd.
1332 N. Halsted Street Suite 100
Chicago IL 60622

[Space Above This Line For Recording Data]

*Re-recorded for the purpose of adding name to mortgage

14/29

PURCHASE MONEY SECOND MORTGAGE

THIS PURCHASE MONEY SECOND MORTGAGE ("Mortgage" or "Security Instrument") is made this 17 day of August, 2005, between ***STEVEN REBAYA, an unmarried man** ("Borrower" or "Mortgagor"), and the Lender, **River Village Townhomes South, LLC**, a Delaware limited liability company, whose address is c/o The Enterprise Companies, 600 W. Chicago Avenue Suite 570, Chicago, Illinois 60610 ("Lender" or "Mortgagee").

***and Rowena Nano, unmarried woman**

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. Fourteen Thousand Nine Hundred Ninety Five (\$ 14,995.00) which indebtedness is evidenced by Borrower's promissory note dated of even date herewith, and all extensions, replacements, modifications, and renewals thereof ("Note"), providing that the indebtedness, if not sooner paid, is due and payable on August 17, 2010;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon as applicable; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

See Exhibit A attached hereto and incorporated herein, which has the address of 932 N. Crosby St. #932-C, Chicago, Illinois 60610 (the "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate of this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

M.G.R. TITLE

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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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due, in immediately available U.S. currency, the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage as a lien on the Property, if Lender or Lender's successors in interest may so require (and in such case, Borrower's monthly payment may increase in the amount of such funds); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premium, if any; all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution whose deposits are insured or guaranteed by a federal or state agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the

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Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 17, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: to amounts payable under paragraph 2; then, to interest due; and last, to the principal of the Note.

4. Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has a priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on 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 Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests 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 Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, 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 ten (10) days after the giving of notice.

5. Hazard or 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 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 insurance 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 accordance with paragraph 7.

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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 requires, 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 Lender'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 Mortgage, 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 Mortgage, 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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 17 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 Mortgage immediately prior to the acquisition.

6. Preservation, Maintenance and Protection of the Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. If this Mortgage 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. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents. 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 Mortgage or Lender's security interest.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly or materially 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, at Lender's option, upon notice to Borrower, 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 Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage,

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Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note Default Rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Inspection. Lender or its agent may make or cause to be made reasonable entries 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 related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 Mortgage, whether or not then due.

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 paragraphs 1 and 2 or change the amount of such payments.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage 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 hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Severable Liability; Co-signers. The covenants and agreements of this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. Borrower's covenants and agreements shall be joint and several. Any person or entity who co-signs this Mortgage, but does not execute the note ("Co-Signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey that Co-Signer's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated on the Note or under this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may

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agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without Co-Signer's consent and without releasing the Co-Signer or modifying this Mortgage as to the Co-Signer's interest in the Property. Subject to the provisions of paragraph 16, any successor in interest of Borrower who assumes Borrower's obligations under the Note and the Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing.

12. **Notices.** Except for any notice required under applicable law to be given in another matter, (a) any notice to Borrower provided for in this Mortgage shall be given by personal delivery or by mailing it by certified mail and first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by certified and first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Governing Law; Severability.** This Mortgage 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 Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Mortgage.

15. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after execution of this Mortgage and shall continue to occupy the Property as Borrower's principal residence during the term of the Note, unless Lender otherwise agrees in writing.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than ten (10) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Lender shall not exercise the option to accelerate if exercise is prohibited by federal law as of the date of this mortgage. Lender also shall not exercise this option if: (a) Borrower causes

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to be submitted to Lender information required by the Lender to evaluate the intended transferee as if a new loan were being made to the transferee subject to the terms, conditions and income and other qualifications as set forth by the City of Chicago Department of Housing for "Affordable Buyers"; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of breach of any covenant or agreement in this Mortgage is acceptable to Lender. To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and this Mortgage. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is delivered to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage if Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any breach or default of any other covenants or agreements of Borrower contained in this Mortgage or the Note; (c) pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, 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 Mortgage, Lender's rights or interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to the acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

22. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Mortgage) 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 Mortgage and performs other mortgage loan servicing obligations under the Note, this Mortgage, and applicable law. 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 14 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. If the Note is sold and thereafter the loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations of Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

23. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable]

Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
 1-4 Family Rider Graduated Payment Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider

24. Superior Mortgages. Notwithstanding anything herein contained to the contrary, this Mortgage is subordinate to the lien on the premises created by (i) that certain mortgage dated as of August __, 2005, from Borrower to Mid-America Bank, to secure a note in the amount of \$ _____ ("Superior Mortgage"). Borrower covenants that it shall faithfully and fully observe and perform each and every term, covenant and condition of the Superior Mortgage and of any and all loan agreements, notes, security agreements and other loan documents related to the Superior Mortgage (collectively, including the Superior Mortgage, the "Superior Financing Documents"), and shall not permit the occurrence of any event of default under any of such Superior Financing Documents which is not cured within the

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time period provided therefor. Borrower shall immediately notify Lender of any default or delinquency under any of the Superior Financing Documents, and shall provide Lender with a copy of any notice of default or delinquency received by Borrower pursuant to any one of the Superior Financing Documents. A default or delinquency under any one of the Superior Financing Documents which is declared by the holder thereof and not thereafter waived, shall automatically and immediately constitute an event of default under this Mortgage (without any further cure, grace or notice period), and in consequence thereof, Lender may avail itself of any remedies it may have for an event of default hereunder, including, without limitation, acceleration of the Note and foreclosure hereunder.

Lender is hereby expressly authorized to advance at its option all sums necessary to keep any Superior Financing Documents in good standing, and all sums so advanced, together with interest thereon at the rate applicable after maturity as set forth in the Note, shall be repayable upon demand to Lender and shall be secured by the lien of this Mortgage, as in the case of other advances made by Borrower hereunder.

Borrower agrees that Borrower shall not make any agreement with the holder of the Superior Financing Documents which shall in any way increase the principal balance evidenced or secured by the Superior Financing Documents, without the express written consent of the Lender, which consent may be withheld in Lender's sole discretion.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE

Borrower and Lender request the holder of the Superior Mortgage give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the Superior Financing Documents and of any sale or other foreclosure action.

25. 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 Borrower 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 25, "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.

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As used in this paragraph 25, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

IN WITNESS WHEREOF, Borrower has executed the Mortgage as of the day and year first above written and accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

BORROWER: [Signature]
Print Name: Steve R. Rebaya

BORROWER: [Signature]
Print Name: Rowena Nano

STATE OF ILLINOIS)

County of COOK) ss.
)

I, [Signature], a Notary Public in and for said county and state do hereby certify that Steven Rebaya, personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

AN UNMARRIED AND ROWENA NANO, AN UNMARRIED WOMAN

Given under my hand and official seal, this 17 day of August, 2005.

[Signature]
Notary Public



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PARCEL A:

UNIT 932-C AND GU-2-3 and GU 2-4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE RIVER VILLAGE TOWNHOMES SOUTH CONDOMINIUMS AS DELINEATED AND DEFINED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTHWESTERLY 208.50 FEET (EXCEPT THE SOUTHWESTERLY 111.68 FEET THEREOF) AND THE SOUTHWESTERLY 111.68 FEET (MEASURED ALONG THE NORTHWESTERLY LINE) OF THE FOLLOWING DESCRIBED PARCELS, TAKEN AS A TRACT:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 (EXCEPTING FROM SAID LOT 9, THE EASTERLY 10.00 FEET DEDICATED FOR ALLEY);

THE NORTH 1/2 OF LOT 15, ALSO

LOTS 16, 17, 18, 19, 20 AND 21 (EXCEPTING FROM SAID LOT 21, THE SOUTHERLY 20.00 FEET OF THE NORTHERLY 45.00 FEET DEDICATED FOR ALLEY);

LOTS 22, 23 AND 24, ALSO

ALL OF VACATED ALLEY, LYING EASTERLY OF LOTS 5 TO 8, (VACATED PURSUANT TO DOCUMENT RECORDED APRIL 27, 1927 ON BOOK 13299 PAGE 362 THROUGH 364), ALL IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE NORTHEASTERLY/ SOUTHWESTERLY 20-FOOT PUBLIC ALLEY DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS MAY 3, 1917 AS DOCUMENT 6103152, AS AMENDED FROM TIME TO TIME, BEING THE SOUTHEASTERLY 20.00 FEET OF THE NORTHWESTERLY 45.00 FEET OF LOT 21 IN BLOCK 94 OF ELSTON'S ADDITION TO CHICAGO IN SECTION 4 AND SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

ALL OF THE NORTHWESTERLY/ SOUTHEASTERLY 20-FOOT VACATED ALLEY, (VACATED PURSUANT TO DOCUMENT NUMBER 18467184, AS AMENDED FROM TIME TO TIME, RECORDED MAY 7, 1962), LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 1 TO 4, BOTH INCLUSIVE; LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 21 TO 24, BOTH INCLUSIVE, AND LYING NORTHWESTERLY OF AND ADJOINING A LINE DRAWN FROM THE SOUTHEASTERLY CORNER OF SAID LOT 21, ALL IN BLOCK 94 OF ELSTON'S ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTH HALF OF LOT 15 IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0416839081,

UNOFFICIAL COPY

(Continued)

AS AMENDED FROM TIME TO TIME.

PARCEL B:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-2-3 A LIMITED COMMON ELEMENT AS DELINEATED ON SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0416839081, AS AMENDED FROM TIME TO TIME.

PIN #: 1704332005;012;013;019

Commonly known as: 932 N. CROSBY ST, UNIT 932 C
CHICAGO, Illinois 60610

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 17 day of **August**, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Mortgage") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **RIVER VILLAGE TOWNHOMES SOUTH, LLC** (the "Lender") of the same date and covering the Property described in the Mortgage and located at: 932 N. Crosby St. #932-C Chicago Illinois "**Property Address**". The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **RIVER VILLAGE TOWNHOMES SOUTH CONDOMINIUMS** (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 Mortgage, 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 amounts (including deductible levels), and against loss by fire and 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 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under section 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the coverage is provided by the Owners Association policy. What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanker 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 Mortgage, with any excess 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.

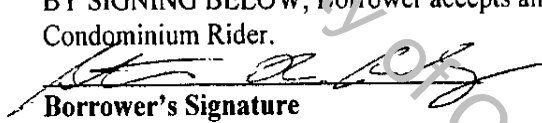
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby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

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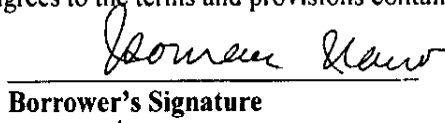
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case 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 Mortgage. 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.

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


 Borrower's Signature

Steve R. Rebaya
 Print Name


 Borrower's Signature

Rowena Nano
 Print Name

PROPERTY OF COOK County Clerk's Office