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Doc#: 0533442097 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/30/2005 09:01 AM Pg: 1 of 12

ST5081517 BNL
3/3

Return To:
FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711

Prepared By:

FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711

LOAN NO.: 2325000307
ESCROW NO.: ST5081517

MORTGAGE

MIN 100039223250003077
MERS Phone: 1-888-879-8377
NOTICE THIS LOAN CONTAINS
PROVISIONS THAT ALLOW FOR A
BALLOON PAYMENT AT
MATURITY.

THIS MORTGAGE is made this 9th day of NOVEMBER, 2005, between the Mortgagor,
GEOFFREY JAROCH, A SINGLE PERSON

(herein "Borrower"), and the Mortgagee,
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's
successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number
of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender") is organized and existing under the laws of ARIZONA
and has an address of
603 North Wilmot Road, Tucson, AZ 85711

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 133,750.00, which
indebtedness is evidenced by Borrower's note dated NOVEMBER 09, 2005 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not
sooner paid, due and payable on DECEMBER 01, 2020;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the
following described property located in the County of COOK
State of Illinois:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOFAND BEING MORE
PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE "CONDOMINIUM RIDER" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "BALLOON RIDER" ATTACHED HERETO AND MADE A PART HEREOF.

Initials

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Form 3814 Amended 2/01

BOX 333-CP

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Parcel ID #: 17092000171068/1130
which has the address of

340 W. SUPERIOR STREET 1108
[Street]

CHICAGO
[City]

Illinois

60610

[ZIP Code] (herein "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 if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower 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.

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 encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, 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. 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 the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; 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 priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. 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 constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, 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 pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor 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 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.

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 such successor 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 and 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 Several Liability; Co-signers. The covenants and agreements herein contained 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. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. 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, and to

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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 furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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 30 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.

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

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 10 days from the date the notice is mailed 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 attorneys' 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 entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower 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) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect 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 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.

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 attorneys' 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 all costs of recordation, if any.

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

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

-Witness

-Witness

Geoffrey Jaroch
GEOFFREY JAROCH

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

STATE OF ILLINOIS

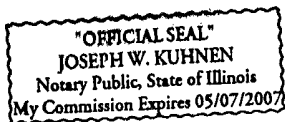
Cook County ss:

I, *Joseph W. Kuhn*
a Notary Public in and for said county and state do hereby certify that
GEOFFREY JAROCH, *single*

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/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *9th* day of *11* . *05*

My Commission Expires:



Notary Public

JK

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(Space Above This Line For Recording Data)

LOAN NO.: 2325000307

BALLOON RIDERMIN 100039223250003077
MERS Phone: 1-888-679-8377

THIS BALLOON RIDER is made this 9th day of NOVEMBER, 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 the Borrower's Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

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

340 W. SUPERIOR STREET 1108, CHICAGO, IL 60610

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

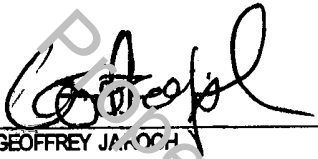
ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Initials: 

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



GEOFFREY JAKOCH Borrower NOV 09 2005 Date

Borrower Date

Borrower Date

Borrower Date

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CONDOMINIUM RIDER**

LOAN NO.: 2325000307

MIN: 100039223250003077
MERS Phone: 1-888-679-6377

THIS CONDOMINIUM RIDER is made this 9th day of NOVEMBER, 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 FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

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

340 W. SUPERIOR STREET 1108, CHICAGO, IL 60610
[Property Address]

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


N/A
[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 amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Uniform

Initials:  3/99

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage
V-208R (0411)

Page 1 of 3

LENDER SUPPORT SYSTEMS INC. 208R.NEW (03/05)

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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.

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


 _____ (Seal) _____ (Seal)
 GEOFFREY J. KOWAL -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STREET ADDRESS: 340 W. SUPERIOR UNIT 1108
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-09-200-017-1068

LEGAL DESCRIPTION:

UNIT 1108 AND PARKING NO. 2-06 IN THE 340 WEST SUPERIOR CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16 ALL INCLUSIVE, IN BLOCK 18 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40, CITY OF CHICAGO DATUM) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF SAID GROUND LEVEL FIRST FLOOR (ELEVATION 30.07, CITY OF CHICAGO DATUM), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89 DEGREES 48 MINUTES EAST, ALONG THE SOUTH LINE OF SAID LOTS 21.30 FEET; THENCE NORTH 0 DEGREES 12 MINUTES EAST, 1.74 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, SAID PLACE OF BEGINNING BEING THE INTERSECTION OF INTERIOR EAST FACE OF CONCRETE WALL WITH THE INTERIOR NORTH FACE OF CONCRETE COLUMN; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO WIT:

NORTH 00 DEGREES 22 MINUTES 37 SECONDS EAST, 44.38 FEET; THENCE SOUTH 89 DEGREES; 31 MINUTES 42 SECONDS EAST, 26.38 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 17 SECONDS WEST, 11.16 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.85 FEET AND A CHORD LENGTH OF 13.36 FEET WHICH BEARS SOUTH 33 DEGREES 14 MINUTES 08 SECONDS EAST, FOR AN ARC LENGTH OF 14.52 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS EAST, 10.22 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 14.60 FEET AND A CHORD LENGTH OF 13.67 FEET WHICH BEARS SOUTH 35 DEGREES 08 MINUTES 23 SECONDS WEST FOR AN ARC LENGTH OF 14.23 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 32 SECONDS WEST, 2.80 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 28 SECONDS WEST, 0.50 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 32 SECONDS WEST, 20.52 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 28 SECONDS EAST, 0.50 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 32 SECONDS WEST, 2.75 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH

THAT PART OF SAID LOTS DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 0 DEGREES EAST, ALONG THE EAST LINE OF SAID LOT, 1.20 FEET; THENCE NORTH 90 DEGREES WEST, 1.48 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE INTERIOR SOUTH FACE OF CONCRETE WALL WITH THE INTERIOR WEST FACE OF CONCRETE COLUMN; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO WIT:

NORTH 89 DEGREES 48 MINUTES 45 SECONDS WEST, 15.95 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 0.42 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 45 SECONDS WEST, 23.35 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 05 SECONDS WEST, 7.48 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 55 SECONDS WEST, 0.15 FEET; THENCE SOUTH 00 DEGREES, 28 MINUTES 05 SECONDS WEST, 39.18 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 55 SECONDS EAST, 3.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 47 SECONDS WEST, 17.47 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 24 SECONDS WEST, 35.82 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 14 SECONDS WEST, 12.33 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE WESTERLY, HAVING A RADIUS OF 28.96 FEET AND A CHORD LENGTH OF 7.76 FEET WHICH BEARS SOUTH 03 DEGREES 27 MINUTES 51 SECONDS WEST, FOR AN ARC LENGTH OF 7.78 FEET; THENCE SOUTH 45 DEGREES 29 MINUTES, 12 SECONDS EAST, 6.57 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1.74 FEET; THENCE SOUTH 44 DEGREES 44 MINUTES 38 SECONDS WEST, 10.23 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 08 SECONDS WEST, 3.38 FT; THENCE SOUTH 44 DEGREES 09 MINUTES 07 SECONDS WEST, 2.07 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 13.81 FEET AND A CHORD LENGTH OF 11.68 FT WHICH BEARS SOUTH 30 DEGREES 03 MINUTES 14 SECONDS EAST, FOR AN ARC LENGTH OF 12.06 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 21

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SECONDS EAST, 2.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 39 SECONDS WEST, 0.50 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST, 21.63 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 39 SECONDS EAST, 0.50 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 6.01 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS WEST, 0.50 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE NORTHERLY, HAVING A RADIUS OF 43.84 FEET AND A CHORD LENGTH OF 20.65 FEET WHICH BEARS NORTH 82 DEGREES 31 MINUTES 26 SECONDS EAST, FOR AN ARC LENGTH OF 20.85 FEET THENCE NORTH 25 DEGREES 45 MINUTES 48 SECONDS WEST, 0.50 FEET; THENCE NORTH 64 DEGREES 14 MINUTES 12 SECONDS EAST, 6.00 FEET; THENCE SOUTH 25 DEGREES 45 MINUTES 48 SECONDS EAST, 0.50 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 37.54 FEET AND A CHORD LENGTH OF 19.25 FEET WHICH BEARS NORTH 43 DEGREES 53 MINUTES 33 SECONDS EAST, FOR AN ARC LENGTH OF 19.47 FEET; THENCE NORTH 65 DEGREES 46 MINUTES 00 SECONDS WEST, 0.50 FEET; THENCE NORTH 24 DEGREES 14 MINUTES 00 SECONDS EAST, 5.99 FEET; THENCE SOUTH 65 DEGREES 46 MINUTES 00 SECONDS EAST, 0.50 FEET; THENCE NORTH 24 DEGREES 14 MINUTES 00 SECONDS EAST, 5.99 FEET; THENCE SOUTH 65 DEGREES 46 MINUTES 00 SECONDS EAST, 0.50 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE WESTERLY, HAVING A RADIUS OF 47.87 FEET AND A CHORD LENGTH OF 18.71 FEET WHICH BEARS NORTH 05 DEGREES 29 MINUTES 40 SECONDS EAST, FOR AN ARC LENGTH OF 18.83 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 41 SECONDS WEST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 6.10 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 41 SECONDS EAST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 12.60 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 41 SECONDS WEST, 0.50 FT; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 6.02 FEET THENCE SOUTH 89 DEGREES 50 MINUTES 41 SECONDS EAST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 15.99 FEET; THENCE NORTH 89 DEGREES 60 MINUTES 41 SECONDS WEST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 6.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 41 SECONDS EAST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 15.98 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 41 SECONDS WEST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 6.01 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 41 SECONDS EAST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 12.37 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 41 SECONDS WEST, 0.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS EAST, 2.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020190306 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.