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After recording, please return to:
OHIO SAVINGS BANK ATTN: DOCUMENT CONTROL

[Company Name]

[Name of Natural Person]
1111 CHESTER AVE

[Street Address]
CLEVELAND OH 44114

[City, State Zip]



Doc#: 0536333015 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/29/2005 07:40 AM Pg: 1 of 17

This instrument is prepared by:

[Name of Natural Person]
1700 S. MICHIGAN AVENUE, SUITE 203

[Street Address]
CHICAGO, IL 60616

[City, State Zip]

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100162500056862650

DEFINITION

Words used in the sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain provisions regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 23, 2005, together with all Riders to this document.

(B) "Borrower" is HOWARD SAGETT, AN UNMARRIED MAN

RECEIVED IN BAD CONDITION

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" means Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48506, tel. (888) 679-MERS.

(D) "Lender" is OHIO SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of the UNITED STATES OF AMERICA. Lender's address is 1111 CHESTER AVE, EAST NINTH STREET SUITE 200, CLEVELAND, OH 44114

LOAN NUMBER 5686265

Illinois Mortgage Lender Fidelity-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
---THE COMPLIANCE SOURCE, INC.---
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BOX 333-07

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(E) "Note" means the promissory note signed by Borrower and dated **November 23, 2005**. The Note states that Borrower owes Lender **one hundred thirty seven thousand five hundred and NO/100ths** Dollars (U.S. \$ **137,500.00**) plus interest. Borrower has promised to pay the debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2035**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Borrower's Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other [specify] | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Common Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, initiate, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearing house transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentation of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amount due under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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Illinois Mortgage Lender
—THE COMPLIANCE SOURCE, INC.—
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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 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 of [Name of Recording Jurisdiction] [Type of Recording Jurisdiction] SEE ATTACHED EXHIBIT A

Parcel Identification No: 11301160221009; 11301160221037
which currently has the address of 230 RIDGE AVE. #2
[Street]
WINSTON, Illinois 60202 ("Property Address")
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, 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 or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action on behalf of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 in this jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided

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any such check or Electronic Fund Transfer shall be deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to receive such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosing on the Property. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements set forth in this Security Instrument.

2. Order of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) late charges; (d) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under the Note, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payment due. To the extent that each payment can be paid in full. To the extent that any excess exists after the payment is applied to the payment of one or more Periodic Payments, such excess may be applied to any late charges due. Any remaining amounts shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or preclude the due date, or change the amount, of the Periodic Payments.

3. Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and charges to attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold obligations on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; (d) insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items. Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive its obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Item. If payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as if such covenant and agreement is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to Section 9 and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may at any time collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at Lender's RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender may at any time revoke the waiver and require Borrower to pay such amounts. Lender may at any time revoke the waiver and require Borrower to pay such amounts.

Lender may at any time collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at Lender's RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender

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Illinois Mortgage

Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

THE COMPLIANCE

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exceed the cost to become additional from the date of payment.

All insurances that disapprove such additional loss shall promptly provide coverage, not a standard mortgage

In the event of loss if not then whether or not the restoration period, Lender shall have the right to promptly. Lender shall make payments as the on such insurance public adjuster's sole obligation. the insurance proceeds in excess, if any.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days of a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender requires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for a one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable to withhold, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Repair, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible and Lender's security is not lessened, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for the repairs and restoration of the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such inspection specifying such reasonable cause.

insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall be the debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate of interest and shall be payable, with such interest, upon notice from Lender to Borrower requesting disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

The policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall provide to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not a standard mortgage clause required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not then promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjuster or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the exception of any amounts retained by Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days of a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender requires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for a one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable to withhold, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Repair, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible and Lender's security is not lessened, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for the repairs and restoration of the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such inspection specifying such reasonable cause.



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under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19. If the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any judgment or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned to Lender and shall be paid to Lender.

All Moneys and Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 20.

12. Extension of Time for Payment or Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand or exercise of any remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument and executes the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's obligations under this Security Instrument, including, but not limited to, legal fees, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) the charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums of money collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make such refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces the principal owed, it will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice given to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting a change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be

LOAN NUMBER

Illinois Mortgage

THE COMPLEX

www.complex

686265

Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

TRUST, INC.—

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given by delivery or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Borrower until actually received by Lender. If any notice required by this Security Instrument is also required by the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Applicable Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement. 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.

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

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

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

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

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 given in accordance with Section 15 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have the enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for duration of Borrower's right to reinstate; or (c) 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 continuation had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in connection with this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully secured and unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay the reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon payment by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (including this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the Loan Servicer (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of



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the Loan Servicer shall give Borrower a notice of transfer of the mortgage loan servicing obligations to Borrower or the original Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note

Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer to which payments should be made and any other information RESPA requires in connection with the servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the original Loan Servicer, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or the original Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual or a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such time as the party is notified the other party (with such notice given in compliance with the requirements of Section 15) and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual or a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such time as the party is notified the other party (with such notice given in compliance with the requirements of Section 15) and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Environmental Remediation. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or any Environmental Condition, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 the maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

21. Environmental Remediation. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or any Environmental Condition, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 the maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any Hazardous Substance or Environmental Condition over which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spill, discharge or threat of release of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental agency or private party, that any removal or other remediation of any Hazardous Substance or Environmental Condition from the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any Hazardous Substance or Environmental Condition over which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spill, discharge or threat of release of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental agency or private party, that any removal or other remediation of any Hazardous Substance or Environmental Condition from the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

22. Acceleration. In the event of a default or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default, if any, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) the 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 also inform Borrower of the right to reinstate after acceleration and the right to assert in the event of a foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and if the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose on the Property by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing this Security Instrument.

22. Acceleration. In the event of a default or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default, if any, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) the 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 also inform Borrower of the right to reinstate after acceleration and the right to assert in the event of a foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and if the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose on the Property by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing this Security Instrument.



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State of IL §
County of Cook §

Before me undersigned authority, on this day personally appeared **HOWARD SAGETT**

, known to me (or proved to me through an identity card or other documents to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given my hand and seal on this 23 day of Nov 2008.

(Seal)

Notary Public _____ [Printed Name]
My Commission Expires:



County of Cook County Clerks Office

LOAN NUMBER: 686265

Illinois Mortgage Lender - Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

THE COMPLIANCE SOURCE, INC. —

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143011L 08/08

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UNOFFICIAL COPY**CONDOMINIUM RIDER**

CONDOMINIUM RIDER is made this 23rd 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 loan to OHIO SAVINGS BANK (the "Lender")

of the same loan and covering the Property described in the Security Instrument and located at:

230 RIDGE AVE. #2, EVANSTON, IL 60202
[Property Address]

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

RIDGE TERRACE

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

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

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 or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance policy, 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, lightning included within the term "extended coverage," and any other hazards, including, but not limited

LOAN NUMBER: 5686265

MIN: 100162500056862650

Multistate Condominium Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in 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.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided 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 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 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.

[Signatures on Following Page]

LOAN NUMBER: 5686265

Multistate Condominium Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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


(Seal)
(Seal)
-Borrower
-Borrower

(Seal)
(Seal)
-Borrower
-Borrower

[Sign Original Only]

LOAN NUMBER: 5686265

Multistate Condominium Rider --- Single Family --- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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STREET ADDRESS: 230 RIDGE AVENUE UNIT 2
CITY: EVANSTON COUNTY: COOK
TAX NUMBER: 11-30-116-022-1009

LEGAL DESCRIPTION:

UNIT NUMBER 230-2 AND P-13 IN THE RIDGE TERRACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL 1:

LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS, A SUBDIVISION OF LOTS 16 AND 18 AND (EXCEPT THE WEST 198 FEET OF THE NORTH 94 FEET) LOT 15 AND (EXCEPT THE WEST 198 FEET) LOT 20 IN COUNTY CLERKS DIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF RIDGE AVENUE AND THE SOUTH LINE EXTENDED EAST OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID; THENCE SOUTHERLY ALONG SAID CENTER LINE TO A POINT 363 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, BEING THE NORTHEAST CORNER OF RIDGE VIEW SUBDIVISION IN SAID NORTHWEST 1/4; THENCE WEST ALONG SAID NORTH LINE 233 FEET; THENCE NORTHERLY, PARALLEL WITH THE CENTER LINE OF RIDGE ROAD, TO THE SOUTH LINE OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID, EXTENDED WEST; THENCE EAST ALONG THE SOUTH LINE OF LOT 15 AND SAID SOUTH LINE EXTENDED, TO THE PLACE OF BEGINNING (EXCEPT THE WESTERLY 17.83 FEET THEREOF DEDICATED FOR PUBLIC ALLEY BY PLAT FILED AS DOCUMENT NUMBER 1337290, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 96109783; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.