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After recordi

ease return to:

832767051/2572543 OHIO SAVIN

MANK ATTN: DOCUMENT CONTROL

[Company Nam-

[Name of Natura

1111 CHEST

WE

[Street Address

CLEVELAND

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 instrum:

s prepared by:

[Name of Nature 1700 S. M.

 on^{r} IN AVEIUE, SUITE 203

[Street Address

CHICAGO,

1616

[City, State Zip

[Space Apov > This Line For Recording Data]

MORTGAGE

MIN: 100162500056862650

DEFINITION

Words used in and 21. Certai:

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

"Seev (A) Riders to this o ostrument" means this document, which is dated

November 23, 2005

, together with all

(B)

"is HOWARD SAGETT, AN UNMARRIED MAN

RECEIVED IN SAD CONDITION

. Borrower is the mortgagor under this Security Instrument.

(C) "ME3 a nominee for MERS is organ Flint, MI 4856

Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, 6, tel. (888) 679-MERS.

(D) "Lend OHIO SAVINGS BANK

Lender is a address is

eral Savings Bank organized and existing under the lawshofunited states of Americal ender's EAST NINTH STREET SUITE 200, CLEVELAND, OH 44114

LOAN NUMBE

5686265

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Illinois Mortgage --- THE COMPLIA: www.combii. amily-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT KCE, INC .--Page 1 of 13

MERS Modified Form 3014 01/01

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0536333015 Page: 2 of 17

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(E) "Note states that Borr NO/100ths	owes Lender one hundred thirty seven thousand five hundred and Dollars (U.S. \$ 137,500.00) plus interest. Borrower has				
promised to pay	debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2035.				
(F) "Prop	means the property that is described below under the heading "Transfer of Rights in the Property."				
(G) "Loan Note, and all su	ans the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the se under this Security Instrument, plus interest.				
(H) "Ride be executed by	cans all Riders to this Security Instrument that are executed by Borrower. The following Riders are to ever [check box as applicable]:				
Ber	le Rate Rider XX Condominium Rider Second Home Rider				
O-	Revocable Trust Rider Specify				
(1) "Apple administrative a	Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.				
(J) "Com are imposed on	Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that over or the Property by a condominium association, homeowners association or similar organization.				
(K) "Elect similar paper in so as to order, a to, point-of-sal automated clear	Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or cent, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape of the computer of the compute				
(L) "Escri	means those items that are described in Section 3.				
party (other the the Property: (i (iv) misrepress	Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third trance proceeds paid under the coverages described in Section 5) or: (i) damage to, or destruction of, demnation or other taking of all or any part of the Property; (iii) conveyence in lieu of condemnation; or of, or omissions as to, the value and/or condition of the Property.				
(N) "Mor.	insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.				
(O) "Peric	exyment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus or Section 3 of this Security Instrument.				
regulation, Reglegislation or a requirements as qualify as a "fe	means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor from that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all arictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not y related mortgage loan" under RESPA.				
IOAN NUMF	5686265				

Illinois Mortgage-

--THE COMPLIAN-

amily-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 2 of 13

MERS Modified Form 3014 01/01 1430111. 08/00



0536333015 Page: 3 of 17

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(Q) "Succe has assumed Be

in Interest of Borrower" means any party that has taken title to the Property, whether or not that party ar's obligations under the Note and/or this Security Instrument.

TRANSFER 6

GHTS IN THE PROPERTY

This Security be the Note; and (i) this purpose. I successors and pent secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's and to the successors and assigns of MERS the following described property located in

the "ounty

[Name of Recording Jurisdiction]

[Type : SEE ATTAC]

ording Jurisdiction)

E ATTAC: EXHIBIT A

Parcel Ide

dication No:

1/30/160221009; 1130/160221037

230 RIDGE AVE. #2

NSTON

, Illinois [Street] 60202 [Zip Code]

("Property Address"):

appurtenances, this Security is understands and if necessary to right: to exercitake any action

R WITH all the improvements now or hereafter erected on the property, and all easements, extures now or hereafter a part of the property. All replacements and additions shall also be covered by nent. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower as that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, but with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the for all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to seed of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORE mortgage, grade Borrower warrencembrances

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

THIS 'imited variation

RITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with surisdiction to constitute a uniform security instrument covering real property.

UNIF

OVENANTS. Borrower and Lender covenant and agree as follows:

pay when due a due under the and this Securas payment unsubsequent pay selected by Le-LOAN NUME:

of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall incipal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note rement shall be made in U.S. currency. However, if any check or other instrument received by Lender Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all due under the Note and this Security Instrument be made in one or more of the following forms, as (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided \$886265

Hinois Mortgage --- THE COMPLIAN

mily-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT RCE, INC.— Page 3 of 13



0536333015 Page: 4 of 17

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any such check Electronic Fun-

Payra. location as ma payment or par any payment o its rights to ref time such payn interest on una If Borrower da Borrower. If n prior to forec Borrower from agreements sec

2. and applied by under the Note which it becan this Security L.

If Let to pay any late Periodic Paym Payments if, an applied to the Voluntary prep

Any a. not extend or g

3. until the Note other items w.. payments or go and (d) Mortal Mortgage Insuorigination or Assessments, 1 promptly furni Escrow Items . Borrower's obwriting. In the Items for which evidencing sucl to provide reco the phrase "coa waiver, and pay such amo: revoke the was revocation, Ec

Lende the time speci. awn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d)

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

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

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

aion of payments, insurance proceeds or Miscellaneous Proceeds to principal due under the Note shall the due date, or change the amount, of the Periodic Payments.

or Escrow Items. Borrower shall pay to Lerder on the day Periodic Payments are due under the Note, in full, a sum (the "Funds") to provide for perment of amounts due for: (a) taxes and assessments and attain priority over this Security Instrument as 2 lien or encumbrance on the Property; (b) leasehold ents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; surance premiums, if any, or any sums payable by Forrower to Lender in lieu of the payment of preraiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At time during the term of the Loan, Lender may require that Community Association Dues, Fees, and escrowed by Borrower, and such dues, fees and assessments share of an Escrow Item. Borrower shall ander all notices of amounts to be paid under this Section. Borrover shall pay Lender the Funds for Lender waives Borrower's obligation to pay the Funds for any or all Escriber tems. Lender may waive to pay to Lender Funds for any or all Escrow Items at any time. Any cuch waiver may only be in of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow ment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts bent within such time period as Lender may require. Borrower's obligation to make such payments and tall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to her fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and 1 Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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amily-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 4 of 13 ACE, INC.

MERS Modified Form 3014 01/01 14301IL 08/00



0536333015 Page: 5 of 17

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shall estimate if

The finduding Lenshall apply the Borrower for hill Lender pays fragreement is mill Borrower any paid on the Fundament is millioned by the Borrower and paid on the Fundament is millioned by the finduce of the fundament is millioned by the finduce of the fundament is millioned by the fundament is millioned

If the excess funds it shall notify It shortage in accessrow, as definition in the shortage in access amount necessity.

Upon Funds held by

4. € Property which and Communishall pay them

Borrower is polegal proceeding, but of bender subordien which care 10 days of the above in this S.

Lender in Control

Insured against anited to, cara (including decisentences can Borrower sub) may require Exertification as aubsequent characterification.

Management of Borrower.

If Bo Lender's optic coverage. The Property, or the than was previous

Hinois Mortgage
THE COMPLIA

agunt of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow accordance with Applicable Law.

tender is an institution whose deposits are insured by a federal agency, instrumentality, or entity tender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless or interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be ender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. Surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the dance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

and in 11.11 of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

s; Liens. Bo rower shall pay all taxes, assessments, charges, fines, and impositions attributable to the tain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, relation Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower thanner provided in Section 3.

all promptly discharge any non which has priority over this Security Instrument unless Borrower: (a) be payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as age such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, such in Lender's opinion operate to reevent the enforcement of the lien while those proceedings are such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a priority over this Security Instrument, Lender that give Borrower a notice identifying the lien. Within which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth

require Borrower to pay a one-time charge for a real est the tax verification and/or reporting service used on with this Loan.

Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of fire, hazards included within the term "extended coverage," and any other hazards including, but not and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts slevels) and for the periods that Lender requires. What Lender requires pursuant to the preceding during the term of the Loan. The insurance carrier providing the insurance shall be chosen by ender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and certification services and each time remappings or similar changes occur which reasonably might affect such determination or the shall also be responsible for the payment of any fees imposed by the Federal Emergency in connection with the review of any flood zone determination resulting from an objection by

fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Borrower's expense. Lender is under no obligation to purchase any particular type or amount of such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the sals of the Property, against any risk, hazard or liability and might provide greater or lesser coverage a effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly

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emily-Fannie Mae/Freddie Mae UNIFORM INSTRUMENT 4.CE, INC.— Page 5 of 13



0536333015 Page: 6 of 17

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exceed the cost become additifrom the date payment.

All is disapprove suadditional loss shall promptly coverage, not standard morte

In the of loss if not a whether or no the restoration period, Lender Property to en promptly. Le payments as the on such insura public adjuster sole obligation the insurance poxeess, if any,

If Bo. matters. If Bo claim, then L cevent, or if Lo rights to any it and (b) any other and insurance politics the insurance for the insur

6. 60 days after a residence for a be unreasonab

damage or imple residing in decreasing in economically insurance or constitution in the disburse proceed of the completed. If relieved of Bo

Lende Lender may in paior to such a curance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall be of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate cursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

policies required by Lender and renewals of such policies shall be subject to Lender's right to lies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance rise required by Lender, for damage to, or destruction of, the Property, such policy shall include a suse and shall name Lender as mortgagee and/or as an additional loss payee.

of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof comptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, derlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the ir is economically feasible and Lender's security is not lessened. During such repair and restoration 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 may discusse proceeds for the repairs and restoration in a single payment or in a series of progress is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid acceds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for their third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the mover. If the restoration or repair is not economically feasible or Lender's security would be lessened, as shall be applied to the sums secured by this Security Instrument, whether or not then due, with the Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

abandons the Property, Lenue, may file, negotiate and settle any available insurance claim and related does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a may negotiate and settle the claim. The 20-day period will begin when the notice is given. In either against the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all seeing the Property, insofar as such rights are applicable to the coverage of the Property. Lender may needs either to repair or restore the Property or to pay amounts unpaid under the Note or this Security and then due.

Borrower shall occupy, establish, and use the Properov as Borrower's principal residence within action of this Security Instrument and shall continue to occupy the Property as Borrower's principal one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not could, or unless extenuating circumstances exist which are beyond Borrower's control.

Ation, Maintenance and Protection of the Property; Inspections. Bo rower shall not destroy, Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower sperty, Borrower shall maintain the Property in order to prevent the Property from deteriorating or last to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If ation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be sing or restoring the Property only if Lender has released proceeds for such purposes. Lender may the repairs and restoration in a single payment or in a series of progress payments as the work is urance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not subligation for the completion of such repair or restoration.

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

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or any persons misleading, or connection with occupancy of a

9. 3 (a) Borrower aproceeding that as a proceeding that as a proceeding over this Sectionary do and passed in Security Instructional Property. Leading Security Property and Property and Property included in the American on or old the American Section 9.

Any Security Instruvith such inte.

If this acquires fee di

10. shall pay the coverage requ Borrower was shall pay the p a cost substan mortgage inst ∍hall continue coased to be in insurance. Si-Lander shall n reserve payme ansurer selected the premiums Corrower was hall pay the #lender's requ providing for Corrower's of

Mon; Borrower doc

Morti agreements was mat are satisf

er's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower tries acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, rate information or statements to Lender (or failed to provide Lender with material information) in foan. Material representations include, but are not limited to, representations concerning Borrower's precity as Borrower's principal residence.

perform the covenants and agreements contained in this Security Instrument, (b) there is a legal significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such tkruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority frument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender shatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this including protecting and/or assessing the value of the Property, and securing and/or repairing the tions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the limited to, entering the Property to make repairs, change locks, replace or board up doors and from pures, eliminate building or other code violations or dangerous conditions, and have utilities bough Lender may take action under this Section 9, Lender does not have to do so and is not under any lo so. It is a reed that Lender incurs no liability for not taking any or all actions authorized under this

disbursed by Leader under this Section 9 shall become additional debt of Borrower secured by this these amounts shall be ar interest at the Note rate from the date of disbursement and shall be payable, an notice from Lender to Borrower requesting payment.

y Instrument is on a leasehor's, Porrower shall comply with all the provisions of the lease. If Borrower Property, the leasehold and the inc title shall not merge unless Lender agrees to the merger in writing. Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower is required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance Lender ceases to be available from the moregage insurer that previously provided such insurance and ed to make separately designated payments word the premiums for Mortgage Insurance, Borrower s required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at quivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate eted by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower a Lender the amount of the separately designated payment, that were due when the insurance coverage Lender will accept, use and retain these payments as a non-reprindable loss reserve in lieu of Mortgage reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Equired to pay Borrower any interest or earnings on such loss reserve Cender can no longer require loss fortgage Insurance coverage (in the amount and for the period that Let der requires) provided by an tader again becomes available, is obtained, and Lender requires separately designated payments toward ortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and do make separately designated payments toward the premiums for Mortgage Incurance, Borrower as required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until or Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender mination or until termination is required by Applicable Law. Nothing in this Section 10 affects to pay interest at the rate provided in the Note.

surance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if say the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

parties evaluate their total risk on all such insurance in force from time to time, and may enter into a parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions to the mortgage insurer and the other party (or parties) to these agreements. These agreements may

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Illinois Mortgage

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mity-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ACE, INC.— Page 7 of 13



0536333015 Page: 8 of 17

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require the m (which may in

As a or any affilia characterized mortgage instancer's risk reinsurance."

- (a) Insurance, or Mortgage Ins
- (b) ...
 Insurance un
 receive certa
 Ansurance tes
 anearned af t...
- 11. shall be paid to

If the the restoration period, Lende Property to en promptly. Let work is compared broceeds. If a proceeds shall paid to Borrow

In the applied to the

In the scoperty imme occured by the bender others affiscellaneous the partial taking,

In the Property immunimmediately to the Miscellank due.

If the defined in the within 30 day we restoration "Opposing Fa a right of actic

Back a**dgment, c**ott

LOAN NUME
Diffinois Mortgage
-- The Complete
Was come

insurer to make payments using any source of funds that the mortgage insurer may have available ands obtained from Mortgage Insurance premiums).

of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, may of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be cortion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the sk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the mange for a share of the premiums paid to the insurer, the arrangement is often termed "captive

ch agreements will not affect the amounts that Borrower has agreed to pay for Mortgage ther terms of the Loan. Such agreements will not increase the amount Borrower will owe for and they will not entitle Borrower to any refund.

Homeowners Protection Act of 1998 or any other law. These rights may include the right to issures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage automatically, and/or to receive a refund of any Mortgage Insurance premiums that were in such cancellation or termination.

ant of viscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and

is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if air is economically feasible and Lender's security is not lessened. During such repair and restoration have the right to hold such Miscellaneous 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 pay for the repairs and restoration in a single disbursement or in a series of progress payments as the Unless an agreement is made in writing or Applicable Law requires interest to be paid on such also Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous ation or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous ied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, is Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be cured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

of a partial taking, destruction, or loss in value of the Property in which the fair market value of the before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums by Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and the in writing, the sums secured by this Security Instrument shall be reduced by the amount of the distribution, or loss in value divided by (b) the fair market value of the Property immediately before the sum, or loss in value. Any balance shall be paid to Borrower.

of a partial taking, destruction, or loss in value of the Property in which the fair market value of the perfore the partial taking, destruction, or loss in value is less than the amount of the sums secured partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, deeds shall be applied to the sums secured by this Security Instrument whether or not one sums are then

is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as incence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender a date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either in of the Property or to the sums secured by this Security Instrument, whether or not then due. The third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has and to Miscellaneous Proceeds.

be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights

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0536333015 Page: 9 of 17

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under this Sector Section 19, by of the Property proceeds of an hereby assigns

Ali Ni provided for is

modification successor in Horrower. Let I to extend time any demand acceptainty of the exercising any decessors in exercise of any

and convey the to pay the san modify, forbessigner's consecutive.

Subjected this Security Instrument unbind (except a

default, for the but not limited authority in the charging of and

If the interest or other any such loan already collections refund by principal, the charge is provided as well as the constitute a way

15. Any when mailed to one Borrower shall corrower shall borrower's clamay be only as

TOAN NUME thinois Mortgage - THE COMPLEX WWW SORE the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture material impairment of Lender's interest in the Property or rights under this Security Instrument. The differ claim for damages that are attributable to the impairment of Lender's interest in the Property are sail be paid to Lender.

recous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order

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

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

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

arges. Lender may charge Borrower fees for services performed in connection with Borrower's of protecting Lender's interest in the Property and rights under this Security Instrument, including, aneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express city Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable

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

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

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MERS Modified Form 3014 01/01



0536333015 Page: 10 of 17

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given by delianother addre been given to ander Applie: Instrument.

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of not less the sums secured may invoke at

19. . Lave the right before sale of specify for da Those condition Lie Note as if incurred in en and valuation security insa croperty and Instrument, s. Borrower pay (b) money or a n an institution مری Transfer. 🔾 effective as if Section 18.

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

In the event that any provision or clause of this Security Instrument or the Note which can be given dicting provision.

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

Sopy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

art of the Property of any Interest in the Property is sold or transferred (or if Borrower is not a natural lial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may ment in full of all sums secured by this Security Instrument. However, this option shall not be such exercise is prohibited of Applicable Law.

Borrower notice of acceleration. The notice shall provide a period as from the date the notice is given in accordance with Section 15 within which Borrower must pay all Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender has permitted by this Security Instrument without further notice or demand on Borrower.

er's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall enforcement of this Security Instrument disconunced at any time prior to the earliest of: (a) five days erry pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might eation of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and letation had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses as Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection a other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this and (d) takes such action as Lender may reasonably require to assure tha' Lender's interest in the ader this Security Instrument, and Borrower's obligation to pay the sums secured by this Security cinue unchanged unless as otherwise provided under Applicable Law. Lender may require that .statement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; testified check, bank check, treasurer's check or cashier's check, provided any such check is drawn tose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds manement by Borrower, this Security Instrument and obligations secured hereby shall remain fully legation had occurred. However, this right to reinstate shall not apply in the case of acceleration under

Hore; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note mainly Instrument) can be sold one or more times without prior notice to Borrower. A sale might result by (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable abe 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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0536333015 Page: 11 of 17

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the Loan Servicer a notice of trapurchaser of transferred to purchaser.

Neith Etigant or the that the other Borrower or I of such allega corrective act period will be given to Borr Tremed to sati

21. A toxic or has toxic or has bestos or figurisdiction wo Cleanup" incl. "Environmental"

Born threaten to relicitly thing affects the value of small quantification and porrower shall governmental and of which teaking, dischool release of any governmental and porrower shall also of which teaking, dischool release of any governmental and porrower affects.

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Eveach of an unless Applic, the default, to be cured; and of the sums remotice shall in reclosure in mediate pathis Security

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

of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges breached any provision of, or any duty owed by reason of, this Security Instrument, until such is notified the other party (with such notice given in compliance with the requirements of Section 15) the and afforded the other party hereto a reasonable period after the giving of such notice to take applicable Law provides a time period which must elapse before certain action can be taken, that time to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure smart to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be after and opportunity to take corrective action provisions of this Section 20.

Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, to the or texte petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing the de, and redicactive materials; (b) "Environmental Law" means federal laws and laws of the Property is located that relate to health, safety or environmental protection; (c) "Environmental response action, remedial action, or removal action, as defined in Environmental Law; and (d) and didno means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Il not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or principle Property. Borrower shall not do, nor allow anyone else to do, property (a) that is in violation of any Environmental Law, (b) which creates an Environmental b, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to appear (including, but not limited to, hazardous substances in consumer products).

latory agency or private party involving the Property and any Hazardous Substance or Environmental has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, has or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use Substance which adversely affects the value of the Property. If Borrower learns, or is notified by regulatory authority, or any private party, that any removal or other remediation of any Hazardous 2 Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Wothing herein shall create any obligation on Lender for an Environmental Chanup.

RM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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0536333015 Page: 12 of 17

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the remedies -

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insurance coverage that connection will be purchases instead cancellation or obligation.

BY instrument and

in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security the fee is paid to a third party for services rendered and the charging of the fee is permitted under

Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights the Illinois homestead exemption laws.

of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the mired by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to assist in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender the collateral, Borrower will be responsible for the costs of that insurance, including interest and any impose in connection with the placement of the insurance, until the effective date of the sor of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance as of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Rider executed by Forrower and recorded with it.

Witnesses:		C	1		
		0/	Hound -	al)	(Seal)
			H. H.		-Borrower [Printed Name]
Printed Nam	[Please Complete]		MA		(Seal)
			C/o/		-Boπower [Printed Name]
Printed Nam	(Please Complete)			T'S Opposite the second	(Seal) -Borrower [Printed Name]
				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	(Seal) -Borrower [Printed Name]
		[Acknowledgn	nent on Following Page]		

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:: uily-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 12 of 13



0536333015 Page: 13 of 17

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State of \$

County of Cool \$

KISHON, M. D. OWN

Before

a undersigned authority, on this day personally appeared

HOWARD SAGETT

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

Give

my hand and seal on this

23 day of Way

20°50 ,

(Scal

Notary Public

[Printed Name]

My Commission Expires:



LOAN NUMB.

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-mily-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 4CE, INC.— Page 13 of 13 MERS Modified Form 3014 01/01 143011L 08/00



0536333015 Page: 14 of 17

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#### **CONDOMINIUM RIDER**

	NOOMINIUM RIDER is made this 23rd day of November, 2005,			
and is inc-	next ite and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security			
Deed (the	arity I is ument") of the same date given by the undersigned (the "Borrower") to secure			
Borrowei	OHTO SAVINGS BANK			
	(the "Lender")			
of the same	and covering the Property described in the Security Instrument and located at:			
	230 RLOGF AVE. #2, EVANSTON, IL 60202 [Property Address]			
The Propa	dudes a unit in, together with an undivided interest in the common elements of, a condominium			
project ki 😘	š:			
• •	RIDGF TRRRACE			
	[Name of Co. dominium Project]			
(the "Con	and Project"). If the owners association or other entity which acts for the Condominium Project			
(the "Own"	sociation") holds title to property for the benefit or use of its members or shareholders, the			
Property ::	cludes Borrower's interest in the Owners Association and the uses, proceeds and benefits of			
Borrower'	198 <b>t.</b>			
	MINIUM COVENANTS. In addition to the covenants and agreements made in the Security			
	Hower and Lender further covenant and agree as follows:			
A sendominium Obligations. Borrower shall perform all of Porrower's obligations under the				
Condomin coject's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any				
other doc : which creates the Condominium Project; (ii) by-laws; (iii) code or regulations; and (iv) other				
equivaler: Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the				
Constitue symmetris.				
1	sperty Insurance. So long as the Owners Association maintains, with a generally accepted			
insurance	master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and			
which press	istrance coverage in the amounts (including deductible levels), for the periods, and against loss			
by fire, lar	neluded within the term "extended coverage," and any other hazards, including, but not limited			

0536333015 Page: 15 of 17

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

Borrowe, shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanke, 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 condomnation 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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[Signatures on Following Page]—	

LOAN NUMBER: 5686265

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Multistate Condominium Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT —THE COMPRIANCE SOURCE, INC.—

Page 2 of 3

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14502MU 08/00 Rev. 11/04
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0536333015 Page: 16 of 17

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

Haury S. A. S. Borro	eal) (Seal) Borrower
	eal) (Seal)
Born	
O _A	[Sign Original Only]
	[Sign Original Only]
	Clarks
	0,50

LOAN NUMBER: 5686265

Multistate Condominium Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 3 of 3 -THE COMPLIANCE SOURCE, INC.-

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0536333015 Page: 17 of 17

## **UNOFFICIAL COPY**

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 NCRIHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERITIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF RIDGE AVENUE AND THE SOUTH LINE EXTENDED EAST OF LOT 15 IN PLOCK 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, PEINS 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 WITT; 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 CONFOMINIUM RECORDED AS DOCUMENT NUMBER 96109783; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INFEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.