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Prepared by and
After Recording Return To:

Richard P. Sulkowski
Chicago Title Insurance Company
171 N. Clark Street, 8th Floor
Chicago, Illinois 60601
CL# 210922



Doc#: 0608331132 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/24/2006 03:35 PM Pg: 1 of 8

MORTGAGE

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 Obligor's covenants and agreements under this Security Instrument and the Note. For this purpose, Obligor does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the **COUNTY of COOK, ILLINOIS:**

[Name of Recording Jurisdiction]

which is legally described as follows:

PARCEL 1:

LOTS 25, 26, 27, 28 AND 29 IN SUBDIVISION OF PART OF LOT 1 IN RICHON AND BAUERMEISTERS SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF A LINE PARALLEL TO AND 655 FEET EAST OF THE EAST LINE OF CALIFORNIA AVENUE AND SOUTH OF A LINE PARALLEL TO AND 466 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN J. GREENBAUM TANNINGS COMPANY'S RESUBDIVISION OF LOTS 30 TO 34 INCLUSIVE, LOTS 35 TO 46 INCLUSIVE, LOTS 57 TO 62 INCLUSIVE, LOT 63 (EXCEPT THE NORTH 14 FEET OF SAID LOT 63) TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS 37 TO 46 INCLUSIVE AND LOTS 57 TO 62 INCLUSIVE IN SUBDIVISION OF THAT PART OF LOT 1, IN RICHON AND BAUERMEISTER'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE PRINCIPAL MERIDIAN LYING EAST OF A LINE PARALLEL TO AND 655 FEET EAST OF THE EAST LINE OF CALIFORNIA AVENUE AND SOUTH OF A LINE PARALLEL TO AND 466 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, RECORDED JULY 7, 1920 AS DOCUMENT NUMBER 6877636 AND AS AMENDED BY INSTRUMENT RECORDED AUGUST 4, 1920 AS DOCUMENT NUMBER 6903663 IN COOK COUNTY, ILLINOIS.

Permanent Index Number 13-25-209-011-0000 and 13-25-209-008-0000

which has a common address of 3067 NORTH ELSTON AVENUE, CHICAGO, ILLINOIS 60613
("Property Address"),

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

This Mortgage is subject to the lien of a prior recorded mortgage between Obligor and Guarantee Trust Life Insurance Company, as modified by Assumption and Modification Agreement recorded February 7, 2005.

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

THIS SECURITY INSTRUMENT incorporates and combines the following definitions, uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property, as more specifically set forth below.

DEFINITIONS:

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

(A) "Security Instrument" means this document, which is dated **MARCH 15, 2006**, together with all Riders to this document.

(B) "Obligor" is **ELSTON GOLDSTEIN FAMILY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, and MICHAEL GOLDSTEIN, individually.**
Obligor is the mortgagor under this Security Instrument.

(C) "Lender" is **CHICAGO TITLE INSURANCE COMPANY.** Lender is a corporation organized and existing under the laws of Missouri, and doing business in Illinois. Lender's address is **171 N. CLARK STREET, 8TH FLOOR, CHICAGO, ILLINOIS 60601.**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Obligor and dated **MARCH 15, 2006.** The Note states that Obligor owes Lender **Two Hundred Five Thousand, Eight Hundred Forty Six Dollars and Eleven Cents (\$205,846.11)** plus interest. Obligor has promised to pay this debt in full not later than **JUNE 15, 2006.**

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

(F) "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.

(G) "Riders" means all Riders to this Security Instrument that are executed by Obligor.

(H) "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-reversible judicial opinions.

(I) "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) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(K) "Successor in Interest of Obligor" means any party that has taken title to the Property, whether or not that party has assumed Obligor's obligations under the Note and/or this Security Instrument.

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

1. Payment of Principal, Interest and Late Charges. Obligor 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. 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 subsequent 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 any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are 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

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payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse 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 Obligor makes payment to bring the Loan current. If Obligor does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Obligor. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Obligor might have now or in the future against Lender shall relieve Obligor from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note. 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 this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Obligor 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 Obligor to the repayment of the Periodic Payments if, and 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 full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments 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 postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Obligor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Obligor shall promptly discharge any lien which has priority over this Security Instrument unless Obligor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Obligor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Obligor a notice identifying the lien. Within 10 days of the date on which that notice is given, Obligor shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Obligor to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

4. Property Insurance. Obligor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Obligor subject to Lender's right to disapprove Obligor's choice, which right shall not be exercised unreasonably. Lender may require Obligor to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracing services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Obligor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Obligor.

If Obligor fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Obligor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Obligor, Obligor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Obligor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Obligor could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Obligor secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Obligor requesting payment.

All insurance 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, Obligor shall promptly give to Lender all receipts of paid premiums and renewal notices. If Obligor obtains any form of insurance coverage, not otherwise 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, Obligor shall give prompt notice to the insurance carrier and Lender.

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Lender may make proof of loss if not made promptly by Obligor. Unless Lender and Obligor otherwise agree in writing, any insurance proceeds, whether or not the 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 Property to ensure the 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 Obligor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Obligor shall not be paid out of the insurance proceeds and shall be the sole obligation of Obligor. 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 excess, if any, paid to Obligor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Obligor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Obligor does not respond within 30 days to 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 acquires the Property under Section 19 or otherwise, Obligor hereby assigns to Lender (a) Obligor'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 of Obligor's rights (other than the right to any refund of unearned premiums paid by Obligor) under all insurance 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.

5. Preservation, Maintenance and Protection of the Property; Inspections. Obligor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Obligor is residing in the Property, Obligor 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 4 that repair or restoration is not economically feasible, Obligor 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, Obligor shall be responsible for repairing or restoring 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 the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Obligor is not relieved of Obligor'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 Obligor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Obligor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Obligor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 6.

Any amounts disbursed by Lender under this Section 6 shall become additional debt of Obligor secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Obligor requesting payment.

If this Security Instrument is on a leasehold, Obligor shall comply with all the provisions of the lease. If Obligor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. (Deleted).

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds 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 Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender

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may pay for the repairs and restoration in a single disbursement 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 Miscellaneous Proceeds, Lender shall not be required to pay Obligor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Obligor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Obligor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Obligor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Obligor. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Obligor and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Obligor, or if, after notice by Lender to Obligor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Obligor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

"Opposing Party" means the third party that owes Obligor Miscellaneous Proceeds or the party against whom Obligor has a right of action in regard to Miscellaneous Proceeds.

Obligor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Obligor can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Obligor covenants and agrees that Obligor's obligations and liability shall be joint and several. However, any Obligor who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Obligor 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 Obligor who assumes Obligor's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Obligor's rights and benefits under this Security Instrument. Obligor shall not be released from Obligor'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.

11. Loan Charges. Lender may charge Obligor fees for services performed in connection with Obligor's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, 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 Obligor shall not be construed as a prohibition on the charging of such fee. 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 loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan

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charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Obligor which exceeded permitted limits will be refunded to Obligor. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Obligor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Obligor's acceptance of any such refund made by direct payment to Obligor will constitute a waiver of any right of action Obligor might have arising out of such overcharge.

12. Notices. All notices given by Obligor or Lender in connection with this Security Instrument must be in writing. Any notice to Obligor in connection with this Security Instrument shall be deemed to have been given to Obligor when mailed by first class mail or when actually delivered to Obligor's notice address if sent by other means. Notice to any one Obligor shall constitute notice to all Obligors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Obligor has designated a substitute notice address by notice to Lender. Obligor shall promptly notify Lender of Obligor's change of address. If Lender specifies a procedure for reporting Obligor's change of address, then Obligor 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 given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Obligor. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. Governing 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 by contract. 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" gives sole discretion without any obligation to take any action.

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

15. Transfer of the Property or a Beneficial Interest in Obligor. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Obligor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Obligor is not a natural person and a beneficial interest in Obligor 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 Obligor 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 12 within which Obligor must pay all sums secured by this Security Instrument. If Obligor 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 Obligor.

16. Obligor's Right to Reinstate After Acceleration. If Obligor meets certain conditions, Obligor shall have the right to have 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 19 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Obligor's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Obligor: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, 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 rights under this Security Instrument, and Obligor's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Obligor pay such reinstatement sums and expenses 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 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 reinstatement by Obligor, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

17. Sale of Note; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Obligor.

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Neither Obligor nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of 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 Obligor or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach 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 given to Obligor pursuant to Section 19 and the notice of acceleration given to Obligor pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Obligor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Obligor 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 maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

19. Acceleration; Remedies. Lender shall give notice to Obligor prior to acceleration following Obligor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Obligor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Obligor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Obligor to acceleration and foreclosure. 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 his Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

21. Waiver of Homestead. In accordance with Illinois law, the Obligor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

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

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BY SIGNING BELOW, Obligor accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Obligor and recorded with it.

ELSTON GOLDSTEIN FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: Daddio Management & Investment Corp., an Illinois corporation, general partner

By: *[Signature]*
Michael Goldstein, President


[Signature]
MICHAEL GOLDSTEIN, individually

State of *Florida*)
County of *Palm Beach*)

The undersigned, a Notary Public in and for the county and state above do hereby certify that **MICHAEL GOLDSTEIN, both personally and as president of Daddio Management & Investment Corp., an Illinois corporation, the general partner of ELSTON GOLDSTEIN FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership,** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that that he signed and delivered this instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, on behalf of said limited partnership, for the uses and purposes set forth therein.

Given under my hand and official seal on this 16th day of March, 2006.

[Signature]
Notary Public

 **Jose M. Alvarez**
Commission #DD231744
Expires: Jul 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.