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Doc#: 0608905005 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Eugene "Gene" Moore of Deeds
Cook County Recorder of Deeds
Date: 03/30/2006 09:29 AM Pg: 1 of 14

ORDER #

After Recording Return To:
ABN AMRO Mortgage Group, Inc.
Mortgage Document Center
1201 E. Lincoln
Madison Heights, MI 48071

This instrument was prepared by:
ABN AMRO Mortgage Group, Inc.

[Space Above This Line, o Hecording Data]

MORTGAGE

0216361562

THIS MORTC AGE is made this

13TH day of MARCH

2006

, between the Mortgagor,

BARBARA HUDSON AND PETER MATUSZAK, WIFE AND HUSBAND

RESIDENCE IS

2213 W HOMER STREET

IN THE

CITY

OF CHICAGO

IL 60647

herein Borrower), and the Mortgagee, ABN AMRO Mortgage Group, Inc., a Delaware Corporation, a corporation organized and existing under the laws of the State of Delaware, whose address is 2600 West Big Beaver Road, Troy, Michigan 48084, (herein Lender).

Loan ID:

0216361562

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PC207b (11/17/05)

ILLINOIS SECOND MORTG/.GE

(page 1 of 8)

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⁻0608905005 Page: 2 of 14

and extensions and renewals thereof (herein Note),

7.750% per annum.

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WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ ----44, 100.00 , which indebtedness is

providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on

. The interest rate is

MARCH 13, 2006

evidenced by Borrower's note dated

APRIL 1, 2036

TO SECURE to Lender the repayment of t other sums, with interest thereon, advanced in acc the covenants and agreements of Borrower herein	cordance herewith to protect the security	of this Mortgage; and the performance of
the following describec property located in the Co		State of Illinois:
SEE ATTACHED LEGAL	A Company	
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	P. Control March 1999	
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THIS SECURITY INSTRUMENT IS SUBOR BORROWER TO LENDER AND INTENDE		
Parcel ID #: 16072070441002 which has the addres; of	,	1533 n artesian u ks irpei2
	171D	
CHICAGO	[City], Illinois 60622 [ZIP	code] (Property Address);
Loan ID: 0216361562	Initials:	M. DA
ILLINOIS SECOND MORTG/.GE	(page 2 of 8)	PC 207b (11/17/05)

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

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, warrant, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COY/ENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein Funds) equal to one-two fith of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for maze, d insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obliqued to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Porrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower and interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

Upon payment in full of all sums secured by this Mortgagea canden shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is cotherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lenders any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgages and premium lend.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments recover by Lender under Paragraphs 1 and 2 shall be applied: first, to interest due; second, to principal due; third, to amounts payable under Paragraph 2; and last, to late charges due under the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, ceed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority-over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term extended coverage, and such other hazards, including, but not limited to, earthquakes and floods, as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. Lender may require Borrower to pay, in connection with this Loan, either:

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(a) a one-time charge for flood zone determination, certification and tracking 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. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Mar agement Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender s option and Borrower'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 Borrower, Borrower'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. Any amounts disbursed by Lender ur der this Section shall become additional debt of Borrower secured by this Mortgage. 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 Borrower requesting payment.

All insurance concides 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 mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower 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, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, 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 Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds; and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days 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 the default provisions of this Mortgage or otherwise. Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Mortgage, and (b) any other of Borrower's rights (other than the right to any refund of unearned premium spaid by Borrower) 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 Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, whether or not the roughly amounts unpaid under the Note or this Mortgage, and the roughly amounts unpaid under the Note or this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Uot: Developments.

 Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower sobligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrowerfalls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Nortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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Any amounts disbursed by Lender pursuant to this paragraph 7; with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to nour any expense or take any action hereunder.

- Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender st all give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender s interest in the Property
- Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, tor for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority Special bossiles over this Mortgage.
- Bor, over Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or 10. modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- Successors and Assigns Pound; Joint and Several Liability; Co-signers. Subject to the provisions of Section 16, any successor in interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's right and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lenger agrees to such release in writing. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to line respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who cosigns this Mortgage, but does not execute the Note, (a) is co-sicning this Mortgage only to mortgage, warrant, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereund ar may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it ar by mailing such notice by first class mail or certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail or certified mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class mail to Lender shall be given by first class other address as Lender may designate by notice to Borrower as provided herein; Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- Governing Law; Severability. This Mortgage 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 Mortgage 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 Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, costs, expenses and attorneys fees include all sums to the extent not prohibited by applicable law or limited herein. · Black Spage Se
- Bo rower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of 14. execution or after recordation hereof. 11990 LA
- Reliabilitation Loan Agreement. Borrower shall fulfill all of Borrower s obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender s option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender s prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

- Acceleration; Remedies. Except as provided imparagraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such oreach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorners and costs of documentary evidence, abstracts and title reports.
- 18. Bor ower's Right to Reinstate. Not vit) standing Lender's acceleration of the sums secured by this Mortgage due to Borrower sheach, Borrower shall have the right to have my proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage (i. (i) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Forrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred?
- 19. Ass gnment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, property have the right to collect and retain such rents as they become due and payable.

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

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any costs of recordation.
- 21. Waiver of Homestead. In accordance with State of Illinois law, Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.
- Hazardous Substances. As used in this Section; 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 pe roleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. Environmental Law means federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law or which, due to the presence, use or release of a Hazardous

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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. Borrower shall promptly give Lender written notice of any investigation, claim, de nand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any government or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower 23. gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the loan. Barrier Garage

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

Borrower and Lender request the holder of any m	ortgage, deed of trust or othe	er encumbrance with a lien which has priority
over this Mortgage to g ve Notice to Lender, at Lender's a		of this Mortgage, of any default under the
superior encumbrance and of any sale or other foreclosur		
IN WITNESS WHEREOF, Borrower has executed	this Mortgage.	# 1
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BÁRBARA ^J HUDSON -E	Borrower PETER MA	TUSZAK -Borrower
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a Notary Public in and for said county and state do hereb		
BARBARA HUDSON AND PETER MATUSZAK	, WIFE AND HUSBAND	
	46	
personally known to me to be the same person(s) whose		
day in person, and acknowledged that he/she/they signed	and delivered the said instruc	Pent as his/her/their free and voluntary act, for
the uses and purposes therein set forth. Given under my hand and official seal, this 137	TH A day of MA	кся 2006 .
diven under my hand and official sear, this 131	day of the	
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My Commission Expires:	7-3110	
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Loan ID: <u>0216 361562</u>	with transport Initials:	MAN MAN
ILLINOIS SECOND MORTGAGE	(page 8 of 8)	PC207b (11/17/05)

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THIS CONDOMINIUM RIDER is made this	13TH day of	MARCH	, 2006	, and is incorporated into and shall be
deemed to amend and supplement the Mortg		Security Deed	(the "Security Inst	rument") of the same date given by the
undersigned (the "Borro ver") to secure Bor	rrower's Note (CABN	AMRO Mo	rtgage Group, Inc	a, a Delaware corporation, whose address
is 2600 West Big Beaver Road, Troy, Michi	igan 48084 (the "i cho	der") of the sa	ame date and cove	ring the Property described in the Security
Instrument and located at:				

1533 N ARTESIAN UNIT 2

CHICAGO

60622 IL

(Property Address

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

N ARTESIAN CONDOMINIUMS

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property aiso includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

Loan Number: 0216361562

Borrowers Initials:

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MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3140 1/01

MLO 0488 (12/00)

PC004b (3/21/03)

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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment. Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property, insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceed a 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 Instrance. 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 the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public I ability insurance coverage maintained by the Owners Association anacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then I ender may pay them. Any amounts disbursed by Lender uncer 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.

BY SIGNING BELOW, Borrower accepts and agrees to (Seal) Borrower	o the terms and provisions contained in this Condominum Rider. (Seal) Borrower
BARBARA HUDSON	PETER MATUSZAK
(Seal) Borrower	(Seal) One as (Borrower Case 1) The covere of covere of the covere
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MULTISTATE CONDO MINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MLO 0488 (12/00)

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Form 3140 1/01 PC004b (3/21/03)

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ADJUSTABLE RATE RIDER (1-Year LIBOR Index:- Rate Caps) (Assumable during Life of Loan)

2006 13TH MARCH THIS ADJUSTABLE RATE RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the Security Instrument) of the same late given by the undersigned (the Borrower) to secure the Borrowers Adjustable Rate Note (the Note) to ABN AM 10 Mortgage Group, Inc. (the Lender) of the same date and covering the property described in the Security Instrumer (ar d !ocated at:

1533 N ARTESIAN UNIT 2

CHI.CAGO

IL 60622

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMCUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES 7.750

% The Note

The Note provides for an initial interest rate of provides for changes in the interest rate and monthly payments as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES 4.

Change Dates . Did indiex . Wall (A)

The interest rate I will pay may change on the first day of , 2009, and may change on that day every 12th month

thereafter. Each date on which my interest rate could change is called a Change Date.

Loan Number

0216361562

Borrower's Initials

MULTISTATE ADJUSTABLE RATE RIDER-1-Year LIBOR Index (Assumable during Life of Loan)—Single Family—Freddie Mac Form 5130 3/04 UNIFORM INSTURMENT (1/1, 3/1) IL

(page 1 of 3 pages)

PC187 (10/07/05)

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(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The Index is the one-year London Interbank Offered Rate (LIBOR) which is the average of interbank offered rates for one-vear U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the Current Index.

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If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by percentage point(s) (3.000 %) to the adding THREE Cur ent Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) be v, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Limi s on Interest Rate Changes

The interest rate i am required to pay at the first Change Date will not be greater %. Thereafter, my % or less than 1 1 1 1 5 . 750 than interest rate will never be increased or decreased on any single Change Date by more TWO pe centage point(s) (2.0 from the rate of interest I have been paying that the preceding 12 months. My interest rate

Effective Date of Changes

My new interest rate will become effective in each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly paymen, changes again.

Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BCR COWER B. Section 16 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. used in this Section 16, Interest in the Property means any legal or beneficiar 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 Borrower at a future date to a purchaser. tox (than)

Loan Number

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MULTISTATE ADJUSTABLE RATE RIDER-1-Year LIBOR Index (Assumable during Life of Loan)—Single Family—Freddie Mac Form 5130 3/04 UNIFORM INSTURMENT (1/1, 3/1) IL PC187 (10/07/05) (page 2 of 3 pages)

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If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender sconsent to the loan assumption. Lender has so require the transferee to sign an assumption agreement that is acceptable to Londer and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any tenedies permitted by this Security Instrument without further notice or demand on Porrower.

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	OW, Borrower accept	is and agrees to the terms and covenaries contain	ned in this Adjustable Rate
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UNIFORM INSTUI	RMENT (1/1, 3/1) IL	(page 3 of 3 pages)	Form 5130 3/04 PC187 (10/07/05)
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16-01-207-044-1005

EXHIBIT A

Land situated in the County of Cook, State of Illinois, is described as follows:

Unit 2 and Parking Unit P-2 in the 1533 N. Artesian Condominiums as delineated on a survey of the following described real estate:

Lot 16 in Block 1 in Wir slow, Jacobson and Tallman's Subdivision of the Northeast 1/4 of Northeast 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attach€d as Exhibit "B" to the Declaration of Condominium recorded as Document Number 0333734110, and as amended, toget her with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2:

The exclusive right to the use of S-2, a limited common element, as delineated on the survey attached to the declaration aforesaid recorded as Document Number 0333734110.

Or Cook County Clark's Office Tax Parcel Number(s): 16-01-207-644-1002 Vol. 0535

File Number: 140575