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0611720123

Doc#: 0611720123 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/27/2006 01:21 PM Pg: 1 of 15

After Recording Return To:
CHICAGO FINANCIAL SERVICES, INC.
215 WEST SUPERIOR STREET, 7TH FLOOR
CHICAGO, ILLINOIS 60610
LoanNumber: 118759131

Prepared By:

_____[Space Above This Line For Recording Data]_____

DOC ID #: 118759131

MORTGAGE (Line of Credit)

MIN 100293500000086093

THIS MORTGAGE, dated APRIL 19, 2006, is between STANDARD BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 3, 2005 KNOWN AS TRUST NUMBER 18720

15 PG
C.A.

residing at 435 WEST ERIE STREET, #2201, CHICAGO, ILLINOIS 60610

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and "Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for CHICAGO FINANCIAL SERVICES, INC., AN ILLINOIS CORPORATION, (hereinafter "you" or "Lender") and Lender's successors and assigns)," with an address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, referred to as the "Mortgagee."

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Premises; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

HELOC - IL Mortgage with MERS
FE-4331(IL) (0204)

Page 1 of 6
FORMSEdge - (800)635-4111

Initials

8/00
[Signature]

BOX 334 CTI

JP 8337482 2062

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MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the premises located at:

435 WEST ERIE STREET, #2201, CHICAGO
Street, Municipality

COOK County Illinois 60610 (the "Premises").
ZIP

and further described as: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

A.P.N.: 17-09-127-039-1243, 17-09-127-039-1510

Parcel ID #: 17-09-127-039-1243, 17-09-127-0

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 51,000.00 or so much thereof as may be advanced and readvanced from time to time to JOHN M. MULLEN

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated APRIL 19, 2006, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

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(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated _____ and given by us to _____

as mortgagee, in the original amount of \$ _____ (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

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(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone

Initials 

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to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at 215 WEST SUPERIOR STREET, 7TH FLOOR, CHICAGO, ILLINOIS 60610

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

Mortgagor: _____ (SEAL)
STANDARD BANK AND TRUST COMPANY AS
TRUSTEE UNDER TRUST AGREEMENT DATED
MARCH 3, 2005
AND KNOWN AS TRUST NUMBER 18720, and not personally (SEAL)

Mortgagor: _____ (SEAL)
**EXCULPATORY CLAUSE ATTACHED HERETO
AND MADE A PART HEREOF.**

Mortgagor: Patricia Ralphson (SEAL)
Patricia Ralphson, A.V.P.

Mortgagor: Donna Diviero (SEAL)
Donna Diviero, A.T.O.
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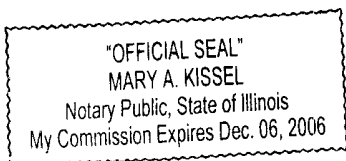
This MORTGAGE is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said STANDARD BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said STANDARD BANK & TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said STANDARD BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of an guarantor, if any.

STATE OF ILLINOIS
 COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of Donna Diviero of said Bank, STANDARD BANK & TRUST COMPANY and Donna Diviero of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A.T.O. and A.T.O. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said A.T.O. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 21st day of April, 2006.

Mary A. Kissel
 Notary Public



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Loan Number: 118759131

Date: APRIL 19, 2006

Property Address: 435 WEST ERIE STREET, #2201, CHICAGO, ILLINOIS 60610

EXHIBIT "A"

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

A.P.N. # : 17-09-127-039-1243, 17-09-127-039-1510

DocMagic  Forms 800-649-1362
www.docmagic.com

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WHEN RECORDED MAIL TO:
 CHICAGO FINANCIAL SERVICES, INC.
 215 WEST SUPERIOR STREET, 7TH FLOOR
 CHICAGO, ILLINOIS 60610

LOAN #: 118759131

ESCROW/CLOSING #: 8337432

SPACE ABOVE FOR RECORDERS USE

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to:

CHICAGO FINANCIAL SERVICES, INC.

AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 435 WEST ERIE STREET, #2201, CHICAGO, ILLINOIS 60610

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

ERIE CENTRE CONDOMINIUM

("Condominium Project").

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

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

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

Condominium Rider

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B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, the 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.

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

Borrower: _____
STANDARD BANK AND TRUST COMPANY
AS TRUSTEE UNDER TRUST AGREEMENT
DATED MARCH 3, 2005
AND KNOWN AS TRUST NUMBER 18720

Borrower: By: Patricia Ralphson
Patricia Ralphson, A.V.P.

Borrower: Attest: Donna Diviero
Donna Diviero, A.T.O.

Borrower: _____

(Space Below This Reserved for Acknowledgment)

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be assumed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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Loan Number: 118759131

Date: APRIL 19, 2006

Property Address: 435 WEST ERIE STREET, #2201, CHICAGO, ILLINOIS
60610

EXHIBIT "A"

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

A.P.N. # : 17-09-127-039-1243,17-09-127-039-1510

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FNMA AND FHLMC ADDENDUM

Conventional Mortgage Loan Tax-Exempt Financing Rider

THIS RIDER is made this 19th day of April, 2006, and shall be deemed to amend and supplement the Mortgage, Deed of Trust or other Security Instrument (the "Mortgage") dated of even date, given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") to **CHICAGO FINANCIAL SERVICES, INC.**

(together with its successors and assigns, the "Lender") of the same date and covering the property described in the Security Instrument and located at: **435 West Erie Street, #2201
Chicago, ILLINOIS 60610**

(Property Address)

Hereinafter referred to as the "Property."

The provisions of this Rider shall prevail notwithstanding any contrary provisions in the Note, or Security Instrument, or any other instrument which evidences the obligations secured by the Security Instrument.

The Borrower agrees that the Lender, at any time and without prior notice, may declare an event of default under the Security Instrument and accelerate all payments due under the Security Instrument and the Note under the following terms and conditions:

1. Failure to Occupy

The Borrower agrees that the Lender may declare an event of default under the Security Instrument and accelerate all payments due under the Security Instrument and the Note if the Borrower fails to occupy the Property without prior written consent of the Lender.

2. Notice of Misrepresentation

The Borrower understands that the Lender has relied upon statements provided by the Borrower contained in the documents provided by the Borrower in support of the loan application in the processing, financing and granting of this loan.

Upon discovery of fraud or misrepresentation by the Borrower with respect to any information provided by the Borrower in the loan application or other documents executed in connection with the Note and Security Instrument, or if the Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of Internal Revenue Code of 1986, as amended, in an application for the loan secured by the Security Instrument, the Lender, in its sole discretion, by written notice to the Borrower, may declare all obligations secured by the Security Instrument and all obligations payable under the Note immediately due and payable and exercise any other remedy allowed by law or provided by the Security Instrument.

The Borrower shall notify the Lender promptly in writing of any transaction or event which may give rise to such a right of acceleration. The Borrower shall pay to the Lender all damages sustained by reason of the breach of the covenant of notice set forth above or by reason of such fraud or misrepresentation.

3. 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 the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of this Security Instrument. The Lender also shall not exercise this option if: (a) the Borrower causes to be submitted to the Lender information required to evaluate the intended transferee; and (b) the Lender reasonably determines that the Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in the Note or the Security Instrument is acceptable to the Lender.

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To the extent permitted by applicable law, the Lender may charge a reasonable fee as a condition to the Lender's consent to the loan assumption. The Lender may also require the transferee to sign an assumption agreement that is acceptable to the Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in the Security Instrument. The Borrower will continue to be obligated under the Note and the Security Instrument unless the Lender releases the Borrower in writing.

If the Lender exercises the option to require immediate payment in full, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note or by the Security Instrument without further notice or demand on the Borrower.

4. Restrictions on Transfer of Property

As long as this Security Instrument related to the Note is backing a FNMA Security or a FHLMC Security held by the Trustee for the mortgage revenue bonds issued by the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the City of Rockford, Winnebago County, Illinois, and the City of Springfield, Sangamon County, Illinois, jointly (the "Issuers"), the unpaid principal balance of the Note may be declared immediately due and payable if all or part of the Property is sold or otherwise transferred by the Borrower to a purchaser or other transferee:

- (i) who cannot reasonably be expected to occupy the Property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code of 1986, as amended; or
- (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended (except that the words "100 percent" shall be substituted for the words "95 percent or more" where the latter appears in Section 143(d)(1)); or
- (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or
- (iv) whose family income exceeds that established by the Issuers under their applicable Rules and Regulations in effect on the date of sale or transfer.

IN WITNESS WHEREOF, the Borrower has executed this Rider to Security Instrument.

STANDARD BANK AND TRUST COMPANY AS TRUSTEE -Borrower
UNDER TRUST AGREEMENT DATED MARCH 3, 2005
AND KNOWN AS TRUST NUMBER 11720

By: Patricia Ralphson
Patricia Ralphson, A.V.P. -Borrower

Attest: Donna Diviero
Donna Diviero, A.T.O. -Borrower

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

 21269-02
(02/02/01)

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LAND TRUST RIDER TO THE MORTGAGE

This Rider is dated Apr 11 19, 2006, and is a part of and amends and supplements the Mortgage ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to CHICAGO FINANCIAL SERVICES, INC.

("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at: 435 West Erie Street, #2201, Chicago, ILLINOIS 60610

(Property Address)

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of any beneficiary of the trust agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Lender's prior written permission. "Sale or transfer" means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. The Borrower described in the Security Instrument is the Trustee under the Trust Agreement dated March 3, 2005 and known as Trust No. 18720. The Security Instrument is executed by the Trustee, not personally but as such Trustee in the exercise of the authority conferred upon it as Trustee under the trust described in the foregoing sentence. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, the Trustee agrees to all of the above.

this instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

STANDARD BANK AND TRUST COMPANY

As Trustee under Trust Agreement dated March 3, 2005 and known as Trust No. 18720

By: Patricia Ralphson, A.V.P.
Patricia Ralphson, A.V.P.

Attest: Donna Diviero, A.T.S.
Donna Diviero, A.T.S.

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY****ORDER NUMBER:** 1401 008337482 NA**STREET ADDRESS:** 435 WEST ERIE STREET

#2201

CITY: CHICAGO**COUNTY:** COOK**TAX NUMBER:** 17-09-127-039-1243**LEGAL DESCRIPTION:**

UNIT 2201 AND PARKING SPACE P-219 IN THE ERIE CENTRE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1:

THE WEST 10.63 FEET OF LOT 2 AND THE EAST 64.37 FEET OF LOT 3 (EXCEPTING FROM THAT PART OF SAID LOTS 2 AND 3 THE SOUTH 9 FEET THEREOF) IN BLOCK 1 IN THE ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 100 FEET OF THE WEST 110.63 FEET OF LOT 2 (EXCEPT THE SOUTH 9 FEET THEREOF USED FOR RAILROAD) IN BLOCK 1 IN THE ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 39.37 FEET OF LOT 2 AND THE WEST 85.63 FEET OF LOT 1, IN BLOCK 1 OF ASSESSOR'S DIVISION OF PART (SOUTH OF ERIE STREET AND EAST OF CHICAGO RIVER) OF THE EAST HALF OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 9 FEET OF SAID LOTS) IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 29, 1997, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 97719736, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.