### **UNOFFICIAL COPY**

Return To: National City Bank of Indiana

P.O. Box 8800 Dayton, OH 45401-8800

Doc#: 0613502016 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 05/15/2006 07:29 AM Pg: 1 of 11

Prepared By: ERIKA RODRIGUEZ

**MORTGAGE** 

THIS MORTGAGE is made this

day of April,

2006

, between the Mortgagor,

ANTHONY GENNAOUI A Single Person

(herein "Borrower"), and the Mortgagee,

Sound Cloth? National City Mortgage a division of National City Bank of Indiana National Banking Association existing under the laws of United States 3232 Newmark Drive, Miamisburg, OH

organized and , whose address is

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ indebtedness is evidenced by Borrower's note dated April 24, 2006,

(herein "Lender"). 15,000.00 , which and extensions and renewals

thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of inotic tedness, if not sooner paid, due and payable on May 1, 2021

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

NATL076(IL) (0308)

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VMP Mortgage Solutions, Inc. (800)521-7291

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Form 3814

such amounts and for such periods as Lender may require.

5. Hazard 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 as Lender may require and in

Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Fundshield 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 Mortgage, Lender shall promptly refund to Bertr wer any Funds held by Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender in time of later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender in the later and other security agreement with a lien which has priority over this Mortgage, including Borrower's and impositions attributable to the Property which may attain a priority over this Mortgage, and later charges, fines and impositions attributed by Lender later and later

dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's pipton, either promptly repaid to Borrower or promptly installments of Funds. If the amount of the Funds reld by Lender shall not be Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds reld by Lender shall not be

interest to exist. Cander shall not be required to pay Borrower any interest of enrings 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 sunts secured by this Mortgage. If the amount of the Funds held by Lender, together with the future monthly install nerts of Funds payable prior to the due If Borrower pays Funds to Lender, the Funds shall be held in a institution the deposits or accounts of which are insured or gazenered by a federal or state agency (including Lender if Lender is uch an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may no of arge for so holding and applying the Funds analyzing said account or verifying and compiling said assessments and bills, unless i ender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower 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 as rement is made or applicable law requires such interest to he paid to Borrower, and unless such as rement is made or applicable law requires such interest to he paid to Borrower, and unless such as rement is made or applicable law requires to he paid to Borrower, any interest or the Funds shall give to

UNIFORM COVENANTS. 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. Subjective 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 assessments, if any) which may attain priority over this Morreage and ground rents on the Property, if any, plus one-twelfth of "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development "Funds") equal to one-twelfth of the yearly taxes and assessments, if any) which may attain priority over this Morreage and ground rents on the Property, if any, plus one-twelfth of "Funds") estimated initially and from time to time by Lender of seasonably estimated initially and from time to time by Lender of Property, if any, plus one-twelfth of payments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, thereof. Borrower shall not be obligated to make such pay near, 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 institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institutional lender.

TOGETHER with said to be and remain a part of the property, and all easements, rights, appurtenances and remis all of which shalt is desined to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (c. the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower covenants that Ptorower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower is lawfully the title to the Property against all claims and demands, subject to encumbrances of record.

[ZIP Code] ("Property Address");

[Street]

60614 [City], Illinois

2754 N HAMPDEN CT #1207

CHICAGO which has the address of

Parcel ID #:

SEE ATTACHED LEGAL

State of Illmois:

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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. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit 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's obligations under the declaration or covenants creating or governing the corrown inium 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 Borrower fails 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 Borrover 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 Mortgage, Borrov er 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.

Any amounts disbursed by Lender pu suant 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 incur any expense or take any across hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. 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, o 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 over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Way er. Extension of the time for payment or 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.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of I ender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally habe on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder 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.
- 12. 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 or by mailing such notice by 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 certified mail to Lender's address stated herein or to such 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.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. 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

Initials: AG

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Form 3814

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. Borrower. Borrower shall pay all costs of recordation, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and

appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver

Property, have the right to collect and retain such rents as they become due and payable. the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 12 Lereof or abandonment of the

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Lorrower hereby assigns to Lender hereby shall remain in full force and effect as if no acceleration had occurred.

by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured require to assure that the lien of this Mortgage, Lender's interest in the Property and Sorrower's obligation to pay the sums secured 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrewar akes such action as Lender may reasonably covenants and agreements of Borrower contained in this Mortgage, and in 2ntorcing Lender's remedies as provided in paragraph agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the under this Mortgage and the Note had no acceleration occurred; (b) Por ower cures all breaches of any other covenants or at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued

18. Borrower's Right to Reinstate. Notwithstanding Lendar's acceleration of the sums secured by this Mortgage due to limited to, reasonable attorneys' fees and costs of documents by evidence, abstracts and title reports. judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums foreclosure proceeding the nonexistence of default or any other defense of Borrower to acceleration and foreclosure. If the Property. The notice shall further inform borrower of the right to reinstate after acceleration and the right to assert in the may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower,

Lender prior to acceleration at all give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, 17. Acceleration, Pemedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or NON-UNIFOKIA COVENANTS. Borrower and Lender further covenant and agree as follows:

Mortgage without auther notice or demand on Borrower. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this

than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less

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

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 Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property. Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which

improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, execution or after recordation hereof.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of sums to the extent not prohibited by applicable law or limited herein.

of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all

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#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR

MORTGA	GES OR	DEEDS	OF	TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority

	at Lender's address	set forth on page one of this Mortgage, of any default under the
N WITNESS WHEREOF, Borrower has		tgage.
Ma De		
ANTHONY GENNAOUI	(Seal) _	(Seal)
12.111.01/2 02.111.001	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
900		
	(Seal)	(Seal)
4	-Borrower	-Borrower
O <sub>X</sub>		
	(Seal)	(Seal)
	-Dorrower	-Borrower
	4	
	C	[Sign Original Only]
( ,		45
STATE OF ILLINOIS, / / /		County ss:
1. Becardo La	A SO A SU S	
a Notary Public in and for said county and state	e do hereby certify t	hat
ANTHONY GENN	'Acu!	
ť	:	, personally known to me to $\kappa$ the same person(s) whose name(s)
		s day in person, and acknowledged that he/she/they signed and
delivered the said instrument as his/her/their fr Given under my hand and official seal, th		day of AAAC 2006
or on ander my hand and official seal, in		
My Commission Expires:	SAL.	Diale John-
OFFICIAL OFFICIAL	RRISON	Notary Public
	ATE OF ILLINOIS PIRES 08-05-06	1
	, marian	· · · · · · · · · · · · · · · · · · ·
Arr.		OFFICIAL SEAL
	×	BRENDA HARRISON NOTARY PUBLIG STATE OF ILLINOIS
		MY CUMMISSION EXPIRES 08-05-06
		mmmm

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#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 24th 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

National City Mortgage a division of National City Bank of Indiana

(the

"Lender") or the same date and covering the Property described in the Security Instrument and located at:

2754 N HAMPDEN Cr #1207, CHICAGO, Illinois 60614

#### [Property Address]

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

HAMPDEN TOWER

#### [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 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. (i) "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.
- **B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominum. 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

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 3 Initials: A G
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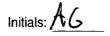
provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a locs to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- **C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extend of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in consection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivirle 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 sell-management of the Owners Association; or (iv) any action which would have the effect of randering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



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

000	(Seal) -Borrower	ANTHONY GENNAOUI	-Borrower
<u> </u>	-Borrower		(Seal) -Borrower
	(Seal) -Borrower	240	(Seal) -Borrower
	(Seal) -Borrower	- C/Q/4,	(Seal) -Borrower
<b>∞-8R</b> (0411)	Page	3 of 3	For a 3140 1/01

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### BORROWER OCCUPANCY RIDER

This Borrower Occupancy Rider	is made this 24th day of April
	shall be deemed to amend and supplement the
	(the "Security Instrument") of the same date given
by the undersigned (the "Borrower") to secur	•
National City Mortgage a	
National City Bank of In	diana (the
"Lender") of the same date and covering the	e property described in the Security Instrument and
located at:	
2752 M HAMPDEN CT #1207	
CHICAGO, Ilinois 60614	
	to the covenants and agreements made in the
Security Instrument, Borrower and Lender f	urther covenant and agree as follows:
nonnowen o governoven	
BORROWER OCCUPANCY COVENAN	T
D	
	erty as borrower's principal residence within sixty
(60) days after the date of the Security Instru	
	im ne diate payment in full of all sums secured by
	tion small not be exercised by Lender if exercise is
prohibited by law as of the date of the Secur	ity instrument.
Ry signing below Rorrower accepts	and agrees to the terms and covenants contained in
this Borrower Occupancy Rider.	and agrees to the terms and covenants contained in
and borrower occupancy Rucer.	
	7.0
(h)	0.
Borrower ANTHONY GENNAOUI	Borrower
$\boldsymbol{\mathcal{U}}$	
	20
Borrower	Borrower
Borrower	Borrower
Borrower	Borrower
OCCRIDER	(0.105)
OCCRIDER	(04/05)

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### BALLOON LIE DU TO NORT COLOR DE L'ENTRE DE L

Date _ April 24, 2006	
1. BORROWER(S) ANTHONY GENNAOUI	
Property Address 2754 N HAMPDEN CT #1207	
CHICAGO Illinois 60614	

2. DEFINED TERMS; ADDENDUM A PART OF THE SECURITY INSTRUMENT. "Addendum" means this Balloon Addendum to Mortgage, Deed of Trust or Security Deed which is attached to, made a part of and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") which Borrower(s) gave to National City Mortgage a division of

National City Bank of Indiana ("the Lender") and which is dated the same date as this Addendum. The Security Instrument secures the Note and Security Agreement ("Note") and covers the property described therein located at the address set forth above. The term "the Lender" includes Lender's successors and assigns. In the event there are any conflicts between this Addendum and the Security Instrument or the Note, the provisions of the Addendum will control.

- 3. BALLOON NOTE. The final payment due under the Note is larger than the previous monthly payments. The final payment includes a substantial payment of principal. The Note is commonly called a "balloon note."
- 4. BALLOON NOTE AGREEMENT. Borrower(s) understand and agree as follows:

THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTH IN THE SECURITY INSTRUMENT. THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE EDTROWER THE MONEY. IF THE BORROWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

5. SIGNATURES. BORROWER HAS READ AND AGREES TO ALL PROVISIONS OF THIS APPENDUM.

ANTHONY GENNAOUI	X Winds
Type or print name	Signature
	X
Type or print name	Signature
	X
Type or print name	Signature
	X
Type or print name of	Signature

IN2BMTG

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

Legal Description: UNIT 1207 IN THE HAMPDEN TOWER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 14, 15, AND 16 IN LEHMANN'S DIVERSEY BOULEVARD ADDITION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT AT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25969537 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Permanent Index #'s: 14-28-308-030-1112 Vol 0486

Property Address: 2754 North Hampden, #1207, Chicago, Illinois 60164