

# UNOFFICIAL COPY



Doc#: 0620449099 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/28/2006 10:36 AM Pg: 1 of 6



## MORTGAGE

TICOR TITLE 586311

NAME AND ADDRESS OF MORTGAGOR(S): <b>KATHRIN A AMIGLEO</b> <i>and</i> <del>MARRIED TO</del> <b>ANTONIO AMIGLEO, <i>Wife and Husband</i></b> NON-OBLIGOR SPOUSE/OWNER 956 ELIZABETH DR STREAMWOOD, IL 60107		LENDER: <b>THE CIT GROUP/CONSUMER FINANCE, INC.</b> 377 EAST BUTTERFIELD ROAD SUITE 925 LOMBARD, IL 60148	
MIN: 100263195011338066		MORTGAGEE: MERS P.O. BOX 2026 FLINT, MI 48501-2026	
LOAN NUMBER <b>9501133806</b>		DATE <b>07/14/06</b>	
DATE FIRST PAYMENT DUE <b>09/01/06</b>	DATE FINAL PAYMENT DUE <b>08/01/36</b>	PRINCIPAL BALANCE <b>\$ 300,000.00</b>	

**\*\* NOTE \*\*** This space is for RECORDER'S USE ONLY

The words "I," "me," and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Lender and Lender's assignee if this Mortgage is assigned. "MERS" refers to Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Mortgage.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

### MORTGAGE OF PROPERTY

To secure payment of Note I signed today promising to pay to your order the above Principal Balance together with interest at the interest rate set forth in the Note, each of the undersigned grants, mortgages and warrants to MERS and its successors and assigns, (solely as nominee for Lender and Lender's successors and assigns) with mortgage covenants, the real estate described below, all fixtures and personal property located thereon and all present and future improvements on the real estate (collectively the "Property") which is located in the County of COOK in the State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

Permanent Index Number: 06281060230000  
Street Address: 956 ELIZABETH DRIVE, STREAMWOOD, IL 60107

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

SEE PAGES 2 AND 3 FOR ADDITIONAL IMPORTANT TERMS

07/14/06 14:04 1939426  
2-1169A (4/04) Illinois First Mortgage

Initial(s) X K A X  
Page 1 of 3

*Mail to Nationwide Title Clearing  
2100 Alt North  
Palm Harbor, FL 34683*

*GA*

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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 Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Mortgage.

**TAXES - LIENS - INSURANCE - MAINTENANCE** - I will pay, when they are due and payable, all taxes, liens, assessments, obligations, water rates and any other charges against the Property, whether superior or inferior to the lien of this mortgage, maintain hazard insurance on the Property in your favor in a form and amount satisfactory to you and maintain and keep the Property in good repair at all times during the term of this mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you from me on demand, will bear an interest charge at the interest rate set forth in the Note secured by this mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Property and may be enforced and collected in the same manner as the other obligations secured by this mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgagee clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Property damaged or, at your option, the insurance proceeds will be applied to the sums secured by this mortgage, whether or not then due, with any excess paid to me. If I abandon the Property, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

**TITLE** - I warrant the title to the Property. I further warrant that the lien created by this mortgage is a valid and enforceable first lien, subordinate only to easements and restrictions of record existing as of the date of this mortgage, and that during the entire term of indebtedness secured by this mortgage such lien will not become subordinate to anything else.

**CONDEMNATION** - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or any other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of this mortgage. In the event of a taking of the Property the proceeds will be applied to the sums secured by the mortgage, whether or not then due, with any excess paid to me. If the Property is abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Property or to the sums secured by the mortgage, whether or not then due.

**CONSENT TO TRANSFER OR ALTERATION** - Except in those circumstances in which federal law otherwise provides, I will not, without your prior written consent, sell or transfer the Property or alter, remove or demolish the Property.

**DEFAULT** - If I default in paying any part of the obligations secured by this mortgage or if I default in any other way under this mortgage or under the note which it secures, or if I default under the terms of any other security document covering the Property, the full unpaid principal balance and accrued and unpaid interest charge will become due immediately if you desire, without your advising me. I agree to pay all costs and disbursements (including reasonable attorney fees) to which you are legally entitled in connection with any suit to foreclose on or collect this mortgage. If any money is left over after you foreclose on this mortgage and deduct such costs and disbursements, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

**APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS** - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this mortgage and you may also enter the Property and take possession of it, rent it if the Property is not already rented, receive all rents and apply them to the obligations secured by this mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this mortgage or the Note.

**RIGHTS CUMULATIVE** - Your rights under this mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this mortgage to the exclusion of any other provision.

**NOTICES** - I agree that any notice and demand or request may be given to me either in person or by mail.

**EXTENSIONS AND MODIFICATIONS** - Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

**APPLICABLE LAW** - This mortgage is made in accordance with, and will be construed under, the laws of the State of Illinois, and applicable federal law.

KATHRIN AMIGLEO  
07/14/06 14:04  
2-1169B

SEE PAGES 1 AND 3 FOR ADDITIONAL IMPORTANT TERMS

Initial(s) X KA

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**FORECLOSURE** - In the event that any provision of this mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Law Chapter 735, Act 5, Sections 15-1101 et seq., Ill Rev. Stat., as amended ("Act"), the provisions of the Act shall take precedence over the provisions of this mortgage, but shall not invalidate or render unenforceable any other provision of this mortgage that can be construed in a manner consistent with the Act. If any provision of this mortgage shall grant you any rights or remedies upon my default which are more limited than the rights that would otherwise be vested in you under the Act in the absence of said provision, you shall be vested with the rights granted in the Act to the full extent permitted by law.

**MAXIMUM AMOUNT** - The maximum amount of principal, interest, future advances and other amounts (now or hereinafter owed) that shall be secured by this mortgage shall be double the original principal balance herein above stated.

**RESPONSIBLE PARTY TRANSFER ACT** - I represent and warrant that the Property does not contain any underground storage tanks or conditions which require notification or compliance with the Responsible Party Transfer Act of 1988, as amended (Illinois Annotated Statutes, Chapter 30, Paragraph 901 et. seq.), in conjunction with the execution and delivery of this mortgage.

**EXCESS INTEREST** - It being the intention of you and me to comply with the laws of the State of Illinois and applicable federal law, it is agreed that notwithstanding any provision to the contrary in the Note, this mortgage, or any of the other loan documents, no such provision shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness hereby secured. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this mortgage, or any of the other loan documents, then in such event (a) the provisions of this paragraph shall govern and control; (b) I shall not be obligated to pay any Excess Interest; (c) any Excess Interest that you may have received hereunder shall, at your option, be (i) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon (not to exceed the maximum amount permitted by law), or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the rate of interest under the Note shall be automatically subject to reduction to the maximum lawful rate allowed under the laws of Illinois or applicable federal law and the Note, this mortgage, and the other loan documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the rate of interest under the Note.

**RELEASE** - Upon payment of all sums secured by this Mortgage, you shall release the Property from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

**RECEIPT OF COPY** - Each of the undersigned acknowledges receipt of a completed and signed copy of this mortgage.

**BINDING EFFECT** - This mortgage is binding on and inures to your, my and MERS' successors and assigns.

**SEE PAGES 1 AND 2 FOR ADDITIONAL IMPORTANT TERMS**

Kathrin A Amigleo (Seal)  
(Type or print name below signature)

\_\_\_\_\_  
(Type or print name below signature) (Seal)

**KATHRIN A AMIGLEO**

Antonio Amigleo (Seal)  
(Type or print name below signature)

**ANTONIO AMIGLEO**  
**NON-OBLIGOR SPCUSE/OWNER**

STATE OF ILLINOIS  
COUNTY OF Cook

**ACKNOWLEDGEMENT**

I, Antonia A. Novalany, certify that Kathrin A Amigleo  
[and Antonio Amigleo, his/her spouse,] personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

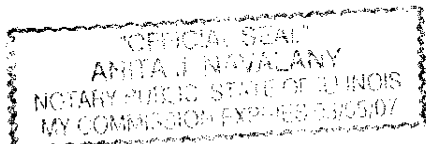
Dated: July 14, 2006

Antonia A. Novalany  
Notary Public  
[Seal]

Upon recording mail to:

Nationwide Title Clearing, Inc.  
2100 Alt 19 North, Palm Harbor, FL 34683 ATTN: Dusti Woodbury - CIT Unit

07/14/06 14:04 1939426  
2-1169C



**UNOFFICIAL COPY****PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of July, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Mortgage") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to THE CIT GROUP/CONSUMER FINANCE, INC. (the "Lender") of the same date and covering the Property described in the Mortgage and located at: 956 ELIZABETH DRIVE, STREAMWOOD, IL 60107

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the covenants, conditions, and restrictions filed the Real Property records of the county in which the property is located (the "Declaration"). The Property is a part of a planned unit development known as

**FOREST RIDGE HOMEOWNERS ASSOCIATION**

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of the Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property 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 the Mortgage, if any, for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under the Mortgage 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Mortgage, 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 or the common areas and facilities of the PUD, 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 Mortgage as provided in the Mortgage.

**SEE PAGE 2 FOR ADDITIONAL IMPORTANT TERMS**

07/14/06 14:04 1939426 AMIGLEO KATHRIN A

2-3259A (12/03) PUD Rider

Initial(s) X/K/A X \_\_\_\_\_  
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**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 PUD, except for abandonment or termination required bylaw 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.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, than Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Mortgage. 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 this PUD Rider.

**SEE PAGE 1 FOR ADDITIONAL IMPORTANT TERMS**

  
KATHRIN A AMIGLEO Seal  
Borrower

\_\_\_\_\_ Seal  
Borrower

  
ANTONIO AMIGLEO Seal  
NON-OBLIGOR SPOUSE/OWNER Borrower

\_\_\_\_\_ Seal  
Borrower

07/14/06 14:04 1939426  
2-3259B

Property of Cook County Clerk's Office



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## TICOR TITLE INSURANCE COMPANY

**ORDER NUMBER:** 2000 000586341 CH  
**STREET ADDRESS:** 956 ELIZABETH DR.  
**CITY:** STREAMWOOD **COUNTY:** COOK COUNTY  
**TAX NUMBER:** 06-28-106-023-0000

**LEGAL DESCRIPTION:**

THAT PART OF LOT 9 IN FOREST RIDGE SUBDIVISION, BEING A PART OF PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 26, 2004 AS DOCUMENT 0430019086, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 66 DEGREES 16 MINUTES 08 SECONDS EAST 35.41 FEET; THENCE SOUTH 23 DEGREES 46 MINUTES 19 SECONDS EAST 71.84 FEET; THENCE SOUTH 66 DEGREES 16 MINUTES 08 SECONDS WEST 35.46 FEET; THENCE NORTH 23 DEGREES 43 MINUTES 52 SECONDS WEST 71.84 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF STREAMWOOD, COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office