

UNOFFICIAL COPY



This Instrument Prepared By:

518425 -
Stard

Doc#: 0705335205 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2007 10:32 AM Pg: 1 of 15

After Recording Return To:
EAGLE HOME LOANS, INC.
3710 N KEDZIE
CHICAGO, ILLINOIS 60618
Loan Number: 655091942

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE is made this 14th day of FEBRUARY, 2007
between the Mortgagor, DINO A. DELAURENTIS AND NIKKALYNN F.
DELAURENTIS, HUSBAND AND WIFE

STEWART TITLE OF ILLINOIS
2 N. LaSalle Street
Suite 625
Chicago, IL 60602
312-849-4243

(herein "Borrower"),
and the Mortgagee, EAGLE HOME LOANS, INC., AN ILLINOIS CORPORATION

a corporation organized and existing under the laws of ILLINOIS
whose address is 3710 N KEDZIE, CHICAGO, ILLINOIS 60618

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 45,800.00, which
indebtedness is evidenced by Borrower's note dated FEBRUARY 14, 2007 and extensions and
renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of
indebtedness, if not sooner paid, due and payable on MARCH 1, 2012;

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 Lender the following described property located in the County of
COOK, State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 17-22-110-100-1171; 17-22-110-100-1330

15

UNOFFICIAL COPY

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. 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 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. 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 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 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 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 Mortgage, 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.

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 incur any expense or take any action 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, or 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 Waiver. 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 Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be

UNOFFICIAL COPY

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 liable 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 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.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation 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.

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-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 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 10 days from the date the notice is mailed to Borrower, by which such breach 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to

UNOFFICIAL COPY

enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) 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 Borrower'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. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the 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, shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents 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 collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' 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 cost of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES 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 over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 6 of this

Mortgage
Dino A. DeLaurentis
Mary Ann DeLaurentis
Attorney in fact
Borrower **DINO A. DELAURENTIS BY MARY ANN DELAURENTIS, ATTORNEY-IN-FACT**

Nikkalynn F. DeLaurentis
Mary Ann DeLaurentis
Attorney in fact
Borrower **NIKKALYNN F. DELAURENTIS BY MARY ANN DELAURENTIS, ATTORNEY-IN-FACT**

Borrower

Borrower

Borrower

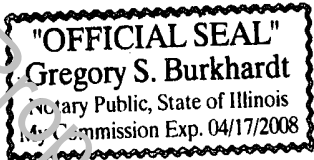
Borrower

UNOFFICIAL COPY

State of Illinois
County of COOK

February 14, 2007.

The foregoing instrument was acknowledged before me this
by DINO A. DELAURENTIS BY MARY ANN DELAURENTIS, ATTORNEY IN FACT
AND NIKKALYNN F. DELAURENTIS BY MARY ANN DELAURENTIS, ATTORNEY
IN FACT



(Seal)

[Handwritten Signature]

Signature of Person Taking Acknowledgment
[Handwritten Title]

Title

Serial Number, if any

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL 1: UNIT 1602 AND GARAGE UNIT GU-109, IN THE TOWER I RESIDENCES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING THE EAST LINE OF SOUTH INDIANA AVENUE PER DOCUMENT 93954909, 133.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 85.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 131.44 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 217.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 131.52 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 217.49 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020457530, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOTS 1, 2, 3 AND 4, TAKEN AS A TRACT, IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EASEMENT PARCEL A: THE NORTH 50.0 FEET OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL B: THAT PART OF LOTS 1, 2, 3 AND 4 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 217.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 47.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 166.35 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 118.63 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.48 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES SECONDS EAST, A DISTANCE OF 65.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.48 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES SECONDS EAST, A DISTANCE OF 264.62 FEET TO A POINT IN THE SOUTH LINE OF SAID LOTS 2 AND 3 SAID SOUTH LINE BEING THE NORTH LINE OF EAST 14TH STREET EXTENSION PER DOCUMENT NO. 96189122; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 46.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, SOUTH 89 DEGREES 58 MINUTES 41

UNOFFICIAL COPY

LEGAL DESCRIPTION

SECONDS EAST,⁵

NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 211.03 FEET; THENCE A DISTANCE OF 52.0 FEET; THENCE A DISTANCE OF 51.01 FEET; THENCE A DISTANCE OF 5.0 FEET; THENCE A DISTANCE OF 60.86 FEET, THENCE A DISTANCE OF 213.40 FEET; THENCE A DISTANCE OF 12.0 FEET; THENCE A DISTANCE OF 23.33 FEET; THENCE A DISTANCE OF 23.33 FEET; THENCE A DISTANCE OF 8.0 FEET; THENCE A DISTANCE OF 261.42 FEET; THENCE A DISTANCE OF 8.0 FEET; THENCE A DISTANCE OF 23.33 FEET; THENCE A DISTANCE OF 23.33 FEET; THENCE A DISTANCE OF 12.0 FEET; THENCE A DISTANCE OF 150.66 FEET; THENCE A DISTANCE OF 51.36 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED 2 PARCELS OF LAND:

EXCEPTION PARCEL 1: BEGINNING AT A POINT 90.16 FEET NORTH AND 85.82 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 217.45 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 131.44 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 217.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 131.52 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 2: BEGINNING AT A POINT 85.39 FEET NORTH AND 227.34 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 74.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 108.63 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 74.58 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.63 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL C: THE SOUTH 5.0 FEET OF THE WEST 280.0 FEET OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SAID EASEMENTS CREATED BY GRANT OF ACCESS EASEMENTS MADE BY MUSEUM PARK EAST, L.L.C. RECORDED APRIL 22, 2002 AS DOCUMENT 0020457528.

PARCEL 3: THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-33, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020457530.

Commonly known as: 1322 South Prairie
 Condo 1602
 Chicago IL

UNOFFICIAL COPY

Loan Number: 655091942

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14th day of FEBRUARY, 2007, 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 EAGLE HOME LOANS, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1322 S. PRAIRIE AVENUE UNIT #1602, CHICAGO, ILLINOIS 60605
[Property Address]

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

TOWER I RESIDENCES CONDOMINIUMS
[Name of Condominium Project]

(the "Condominium Project"). In 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.

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 one-twelfth 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.

UNOFFICIAL COPY

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.

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.

UNOFFICIAL COPY

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

Dino A. DeLaurentis
Mary Ann DeLaurentis
attorney in fact

DINO A. DELAURENTIS -Borrower
BY MARY ANN DELAURENTIS,
ATTORNEY-IN-FACT

Nikkalynn F. DeLaurentis
Mary Ann DeLaurentis
attorney in fact

NIKKALYNN F. -Borrower
DELAURENTIS BY MARY ANN
DELAURENTIS,
ATTORNEY-IN-FACT

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

UNOFFICIAL COPY

 [Space Above This Line For Recording Data]

Loan Number: 655091942

BALLOON RIDER

THIS BALLOON RIDER is made this 14th day of FEBRUARY 2007, 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 ("Borrower") to secure Borrower's Note (the "Note") to EAGLE HOME LOANS, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1322 S. PRAIRIE AVENUE UNIT #1602, CHICAGO, ILLINOIS 60605
 [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

UNOFFICIAL COPY

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

Dino A. DeLaurentis
Mary Ann DeLaurentis
Attorney in fact

Borrower DINO A.
DELAURENTIS BY MARY ANN
DELAURENTIS,
ATTORNEY-IN-FACT

Date
2/14/07

Nikkalynn F. DeLaurentis
Mary Ann DeLaurentis
Attorney in fact

Borrower NIKKALYNN F.
DELAURENTIS BY MARY ANN
DELAURENTIS,
ATTORNEY-IN-FACT

Date
2/14/07

Borrower Date

Borrower Date

Borrower Date

Borrower Date

UNOFFICIAL COPY

Loan Number: 655091942

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 14th day of FEBRUARY, 2007, 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"), whether there are one or more persons undersigned) to secure Borrower's Note to EAGLE HOME LOANS, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at

1322 S. PRAIRIE AVENUE UNIT #1602, CHICAGO, ILLINOIS 60605
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, and shall only use, the property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any time-sharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

UNOFFICIAL COPY

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

Dino A. DeLaurentis
Mary Ann DeLaurentis
attorney in fact (Seal)
 DINO A. DELAURENTIS -Borrower
 BY MARY ANN DELAURENTIS,
 ATTORNEY-IN-FACT

Nikkalynn F. DeLaurentis
Mary Ann DeLaurentis
attorney in fact (Seal)
 NIKKALYNN F. DELAURENTIS BY MARY ANN
 DELAURENTIS,
 ATTORNEY-IN-FACT

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower