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76/7/5 OFFICE

Doc#: 0713516057 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 05/15/2007 08:52 AM Pg: 1 of 10

Mortgage

Name of Paper

Between:

NICHOLAS S LUNDFOLM AND TIFFANY K REICHERT

au'i

National City Mortgage a Division of National City Bank

Mail To:

National Link 400 Corporation Drive Aliquippa, PA 15001 Phone: 1-888-422-7911

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Return To: National City Bank P.O. Box 8800 Dayton, OH 45401-8800

Prepared By: KAREN WALLACE

**MORTGAGE** 

1000 pg THIS MORTGAGE is made this

day of April,

2007

, between the Mortgagor,

NICHOLAS S LUNDHOLM and TIFFANY K REICHERT Husband and Wife

National City Mortgage a division of National City Bank

a National Banking Association existing under the laws of United States 3232 NEWMARK DRIVE, MIAMISBURG, OH (herein "Borrower"), and the Mortgagee,

organized and , whose address is

Ollui Clarts WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$

48,000.00

(herein "Lender"). , which

indebtedness is evidenced by Borrower's note dated April 25, 2007, ar J 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 May 1, 2037

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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Cook

### UNOFFICIAL CC

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

SEE SCHEDULE "A" OF TITLE

Parcel ID #:

which has the address of

2131 N LINCOLN AVE # 1A

[Street] [ZIP Code] ("Property Address");

CHICAGO

60614 [City], Illinois

TOGETHER will all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, Borrower covenants that 30 rower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of

convey the Property, and that me Property is unencumbered, except for encumbrances of record. Borrower covenants that record.

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 province in the Note.

2. Funds for Taxes and Insurance. Subject, of applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein Funds) equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this A fort age and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, theroof. Borrower shall not be obligated to make such payments of the basis of assessments and bills and reasonable estimates payments to the holder of a prior mortgage or deed of trust if such folder is a situational lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such folder is such as institutional lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds analyzing said account or verifying and compiling said assessments and bills, unless Lender new short and the timest of the Funds shall be paid to Borrower, and unless such agrange net is made or applicable law requires such Borrower in without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each give in the such as a second payment and the purpose for which each give in the such as a second payment and the purpose for which each of the funds was made. The Funds are pledged as additional security for the sums secured by this

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.

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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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or preceding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Porreiver, 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 Lend a pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by the Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Berrower 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 suc 1 it spection specifying reasonable cause therefor related to Lender's interest in

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

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 pay nent or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrover and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afterded 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 joint and leveral. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to merge, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally l'able on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, torbear, 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

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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 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 Mortgage without surface or demand on Borrower.

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

- 17. Acceleration; Periodies. 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, (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 any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in any other defense of Borrower to acceleration and foreclosure. If the 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.
- Borrower's Right to Reinstate. Notwithstanding Lend's's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding's begun by Lender to 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) Porrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reas mabe 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 hortgage 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, Berrov er 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 collection 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 shall pay all costs of recordation, if any.
  - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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A	REQUEST FOR NOTICE ND FORECLOSURE UN	E OF DEFAULT	
Borrower and Lender request the hold	MORTGAGES OR DEE der of any mortgage, deed or, at Lender's address set for the foreclosure action	EDS OF TRUST of trust or other encumbrance with a lien which has pride forth on page one of this Mortgage, of any default under	ority
NICHOLAS S LUNDHOLM	-Borrower T1	CIFFERENT REICHERT COLLABOR.	Seal) rower
	-Bortower	-Borro	Seal) ower
De Contraction de la contracti	-Borrower	-Borro	Seal) ower
	(Seal) -Borrower	-Borro	eal) ower
	TCO/	[Sign Original On	nly]
STATE OF ILLINOIS,  I, CONSTANCE J. TIA  Notary Public in and for said county and sta  Nicholas S. Lundh	ite do hereby certify that	COOK County ss:	,
	person eared before me this day in tree and voluntary act, for the his $25-40$	in person, and acknowledged that he/she/they signed a the uses and purposes were in set forth.  day of April 2007	e(s) and
My Commission Expires: 9-19-09		constance of Duck	w
OFFICIAL SEAL CONSTANCE J TUCKER Notary Public - State of Illinois My Commission Expires Sep 19, 2009			

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#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 25th day of April 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 undereigned (the "Borrower") to secure Borrower's Note to

National City Mortgage a division of National City Bank

(the

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

2131 N LINCOLN AVE # 1A, CHICAGO, Illinois 60614

[Property Address]

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

[Na ne of Condominium Project]

(the "Condominium Project"). If the pwners 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 per orn 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. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condonicium 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** 

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Initials: VMP Mortgage Solutions, Inc.

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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.

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

In the cyant of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any 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 Forrower.

C. Public Liability insurance. Borrower shall take such actions as may be reasonable to insure that the Owne's Association maintains a public liability insurance policy

acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The preceeds 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 Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium P oject, 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 seli-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.

**™⊋-8R** (0411)

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

000	(Seal) -Borrower	NICHOLAS S LUNDHOLM	(Seal
15 Ox	(Seal) -Borrower	TEFFANY K REICHERT	Borrower
	Seal) -Borrover		-Borrower
	(Seal) -Borrower	Clert,	(Seal) -Borrower
<b>VMP</b> -8R (0411)	Page 3	'5	rm 3140 1/01

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# Exhibit "A" Legal Description

All that certain Condominium Unit situated in the County of Cook and State of Illinois, being known and designated as follows:

Unit A-1 in the 2131 North Lincoln Condominium, created pursuant to that certain Declaration of Condominium Ownership for 2131 North Lincoln Condominium and Declaration of Covenants, Conditions and Restrictions, recorded in Cook County, Illinois on February 2, 2006 as document number 0603319100 ("Declaration"), and as delineated on Exhibit P to the Declaration, together with its undivided percentage interest in the common elements, said real estate being more particularly described as follows:

Parcel 1: A parcel of land being a part of the following described tract, a triangular shaped parcel of land which includes all of lots 19 to 25 inclusive part of lots 26, 17, 28, 29, 30, 31, 37, 38, 39 and 40 and the alley Northeasterly of lots 21 through 26 aforesaid all taken as one tract and being bounded on the North by a line that is 125 feet South and parallel to the South line of Webster Avenue on the East by the East line of lots 19, 20 and 40 and said lot lines extended and on the Southwest by the Northeasterly line of North Lincoln Avenue all in Falch's subdivision of Block 22 in Canal Trustee's subdivision of part of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian said parcel being described as follows: Commencing at the Southeasterly corner of said tract; thence North along the East line of said tract, 141.69 feet to the point of beginning; continuing thence North along the East line of said tract 23.33 feet; thence West perpendicular to the East line of said tract 62.55 feet; thence South parallel to the East line of said tract, 23.33 feet; thence East perpendicular to the East line of said tract 62.55 feet to the point of beginning in Cook County, Illinois.

Parcel 2: Easements for the benefit of the above describes parcel as set forth in the Declaration of Covenants and Easements and as shown on the Plat attached thereto, dated August 10, 1971 and recorded September 17, 1971 as document Number 21625497 and filed as document number LR2581839 and created by deed from LaSalle National Bank as trustee under trust number 42854 to Edward Gueroult and Margarette E. Gueroult, his wife, dated August 15, 1972 and recorded October 13, 1972 as document number 22083390 for ingress and egress, in Cook County, Illinois.

Tax ID: 14-33-122-051-0000

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