UNOFFICIAL COPY

RECORDING REQUESTED BY:

and

Return to:

FIRST FRANKLIN

O SECURITY CONNECTIONS, INC.

595 UNIVERSITY BOULEVARD-DEPT # 2150,
IDAHO FALLS, ID 83401



Doc#: 0804239213 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 02/11/2008 10:03 AM Pg: 1 of 5

MIN: 1004252/3914523440 Loan Number: 40/11452344

Date: December 12, 2007

REFORMATION / AMENDMENT TO MORTGAGE

THIS AGREEMENT is made effective the December 12, 2007, between First Franklin Financial Corp., an Op. Sub. Of MLB&T Co., FSB ("Lendar") and "RAMONA T HENDRICKS, UNMARRIED" ("Borrower(s)").

RECITAL

- 2. a. Borrower made and delivered to Lender a Promisson, Note (the "Note") in the principal amount of \$252,000.00, dated May 24, 2007 evidencing a loan in that sum made by Lender to Borrower(s).
 - b. The Note is secured by a Mortgage recorded in the office of the County Recorder of COOK on (U|I) , as document # , against the real property commonly known as 4148 S KING DR, UNIT 6, CHICAGO IL 60653 and legally described as:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

c. Lender and Borrower(s) desire to correct an error in the Mortgage securing the Note to Accurately reflect their original intent and agreement.

AGREEMENT

- 1. The Mortgage securing the Note is reformed and /or amended as follows:
 - CORRECTS BY ATTACHING THE CONDOMINIUM RIDER TO THE MORTGAGE
- 2. Other than as set forth above, this Agreement does not create any new right or obligation for either Lender or Borrower(s) with respect to the Note or the Mortgage, which, except as reformed and / or amended by the Agreement are reaffirmed in full.

0804239213 Page: 2 of 5

UNOFFICIAL COPY

RAMONA T HENDRICKS	1/3/08
	/ Date
STATE OF COUNTY OF	
on	that he/she/they executed the
WITNESS my hand and official seal	
Signature Any fulo 2 MY COMMISS THE EAST	ONG
OFFICIAL SEAL AMY FURLONG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-5-2009	CO

0804239213 Page: 3 of 5

UNOFFICIAL COPY

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of May 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 FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO.,

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

4148 S KING DR, Unit 6 CHICAGO, IL 60653

[Property Address]

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

4140-48 S KING CONDOS [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 chall 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. Property 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 (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 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 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 Borrower.

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

Form 3140 1/01

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 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 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 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. Peniedies. 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.

BY SIGNING BELOW, Borrower ccepts and agrees to the terms and provisions contained in pages

1 and 2 of this Condominium Rider.

(Seal)

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

Form 3140 1/01

UNOFFICIAL COPY

UNIT 6 IN 4142 KING DRIVE CONDOMINIUM, AS DELINEATED AND DEFINED IN A SURVEY ATTACHED AS EXHIBIT B TO A DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 96528634, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, COOK COUNTY, ILLINOIS

PIN: 20-03-117-034-1006

Property of County Clark's Office

(UTIL07-00209.PFD/UTIL07-00209/7)