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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



0908335150

Doc#: 0908335150 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/24/2009 02:57 PM Pg: 1 of 12

FIRST AMERICAN TITLE

FILE # 1903055 30F3

Report Mortgage Fraud  
800-532-8765

The property identified as: PIN: 12-02-211-032-0000

**Address:**

**Street:** 1328 Brophy Avenue

**Street line 2:**

**City:** Park Ridge

**State:** IL

**ZIP Code:** 60068

**Lender:** National City Bank

**Borrower:** Jennifer Naber as Trustee of the Jennifer Naber Trust dated the 2nd day of May, 2001

*12c*

**Loan / Mortgage Amount:** \$59,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** EC646854-44CA-4495-B5BC-A66851132420

**Execution date:** 03/06/2009

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This document was prepared by:

JULIE VAITKUS,  
National City Bank  
2650 WARRENVILLE RD, CORR III-FL6  
DOWNERS GROVE, IL 60515

When recorded, please return to:

NCB, CLS BRECKSVILLE  
LOC 01-7120  
6750 MILLER ROAD  
BRECKSVILLE OH 44141

FIRST AMERICAN TITLE

FILE # 19102055 3 of 3

Space Above This Line For Recording Data

## MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is March 6, 2009

The parties and their addresses are:

MORTGAGOR: JENNIFER A NABER A TRUSTEE OF THE JENNIFER NABER TRUST DATED  
THE 2ND DAY OF MAY 2001

1328 S BROPHY AVE PARK RIDGE, Illinois 60068  
LENDER: National City Bank

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:  
**SEE ATTACHED LEGAL**

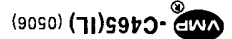
The property is located in Cook at  
(County)  
1328 BROPHY AVE PARK RIDGE 60068  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Maturity Date: March 2039

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Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagee will in no way rely on Lender's inspection.

the Property. Mortgagee will notify Lender of all demands, proceedings, claims and actions against Mortgagee, and of any loss or damage to Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. That are reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the Property. Property Condition, Alterations and Inspection. Mortgagee will keep the Property in good condition and make all repairs

Property. any rights, claims or defenses Mortgagee may have against parties who supply labor or materials to maintain or improve the any claims that would impair the lien of this Security Instrument. Mortgagee agrees to assign to Lender, as requested by Lender, that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to the Property against and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices, Claims Against Title. Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities,

future advances under any note or agreement secured by the lien document without Lender's prior written approval. perform or comply with all covenants. Mortgagee also agrees not to allow any modification or extension of, nor to request any created a prior security interest or encumbrance on the Property. Mortgagee agrees to make all payments when due and to Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that

of the Secured Debt and this Security Instrument. Payments. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms Lender's right to later consider the event a breach if it happens again.

4. MORTGAGE COVENANTS. Mortgagee agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagee breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagee's breach, Lender does not waive

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagee's principal dwelling that is created by this Security Instrument.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument. C. All other obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagee and Lender.

B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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**Authority to Perform.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**Condemnation.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

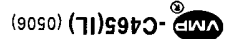
**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

**Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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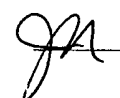


- Property.
- Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagee fails to maintain required insurance on the Property; (b) Mortgagee transfers the Property; (c) Mortgagee commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagee fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagee dies; (f) if more than one Mortgagee, any Mortgagee dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagee and subjects Mortgagee and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.
- Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.
- 7. REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagee is in default. In some instances, federal and state law will require Lender to provide Mortgagee with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.
- At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagee's default, Lender does not waive Lender's right to later consider the event a default if it happens again.
- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagee breaches any covenant in this Security Instrument, Mortgagee agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagee agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagee agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY, CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 12. SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

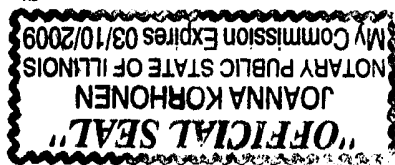


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VMF-C465(IL) (0506)

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(page 6 of 6)



(Seal)

My commission expires: 3/10/09

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Jennifer Naber

STATE OF ILLINOIS

COUNTY OF COOK

} ss.

*Joanna Korhonen*  
 (Notary Public)

### ACKNOWLEDGMENT:

JENNIFER NABER

(Signature)

(Signature)

(Date)

*Jennifer Naber*  
 3/6/09

(Date)

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

19.  ADDITIONAL TERMS.

Assignment of Leases and Rents  
 Other-Revocable Trust Rider

[Check all applicable boxes]

18. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

17. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

16. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

15. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 59,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

Property of Cook County Clerk's Office

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## SIGNATURE ADDENDUM TO SECURITY INSTRUMENT

Definition: "Security Instrument." The Deed of Trust, Mortgage, Trust Deed, Deed to Secure Debt or Security Deed given to secure the debt to the Lender of the same date.

Mortgagor(s)/Borrower(s) on Security Instrument:  
**JENNIFER NABER**

Property Address:  
**1328 BROPHY AVE  
PARK RIDGE Illinois 60068**

Lender: **National City Bank**

Lender Reference Number: **0006145312**

**ADDITIONAL SIGNATURES:** By signing below, Grantor(s) / Mortgagor(s) / Trustor(s) / Settlor(s) agrees to the terms and covenants contained in the Security Instrument and in any attachments. Grantors(s) / Mortgagor(s) / Trustor(s) / Settlor(s) also acknowledges receipt of a copy of the Security Instrument.

**NON-APPLICANT SPOUSE, OR NON-APPLICANT  
INDIVIDUAL WITH OWNERSHIP INTEREST IN PROPERTY: ADDITIONAL BORROWERS**

*Jennifer Naber* 3/6/2009 \_\_\_\_\_  
Date Date

\_\_\_\_\_  
Date Date

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT:**

STATE OF ILLINOIS, COUNTY OF COOK }ss.  
On this 6<sup>th</sup> day of March, before me Joanna Korhonen  
a notary public, personally appeared Jennifer Naber

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/here/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature *Joanna Korhonen*  
Name (typed or printed): \_\_\_\_\_

My commission expires: 3/10/09





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## REVOCABLE TRUST RIDER

### DEFINITIONS:

- (A) "Revocable Trust": **JENNIFER NABER TRUST**  
created under the trust instrument Dated **5/02/2001**, for the benefit of  
**JENNIFER NABER**
- (B) "Revocable Trust Trustees." **JENNIFER NABER**  
, trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **JENNIFER NABER**  
, settlor(s) of the Revocable Trust signing this Rider.
- (D) "Lender." National City Bank.
- (E) "Note." The Fixed Rate Consumer Note or Equity Reserve Agreement.
- (F) "Security Instrument." The Deed of Trust, Mortgage, Trust Deed, Security Deed or Deed to Secure Debt and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date covering the Property as (as defined below).
- (G) "Property." The property described in the Security Instrument and located at:  
**1328 BROPHY AVE**  
**PARK RIDGE, Illinois 60068**

**THIS REVOCABLE TRUST RIDER** dated **3/06/2009**, is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

#### **A. REVOCABLE TRUST.**

##### **1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEES(S).**

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos Revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the Revocable Trust jurisdiction; (ii) the trust instrument creating the

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Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable trust; (iii) the Property is located in the State of Illinois (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Trust Rider; (v) the Revocable Trust Trustee(s) have executed this Trust Rider, on behalf of the Revocable trust; (vi) the Revocable Trust Settlor(s) have executed this Trust Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction of the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the owner to direct the Trustee(s) in the management of the Property; (ix) only Revocable Trust Trustee(s) have not been notified of the existence of assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

**2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.**

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or any change in the holders of the powers or direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or any change in the holders of the power of revocation over the Revocable Trust, or both, or any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such part is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the lender as if such party were named as "Borrower" in the Security Instrument.


**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

If, without Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any

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beneficial interest in the Revocable Trust, Lender may at its option, require immediate payment in full of all sums secured by this Security instrument within the Applicable Law(s).

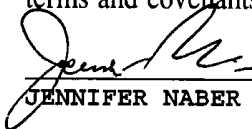
**BY SIGNING BELOW**, the Revocable Trust Trustee(s) accepts and agrees to all of the terms and covenants contained in this Security Instrument, Revocable Trust Rider and any rider(s).

  
 \_\_\_\_\_, Trustee  
 \_\_\_\_\_, Trustee  
 \_\_\_\_\_, Trustee  
 \_\_\_\_\_, Trustee

Trustee(s) of **JENNIFER NABER TRUST** under the trust instrument dated **5/02/2001** for the benefit of **JENNIFER NABER**

**BY SIGNING BELOW**, the undersigned, Settlor(s) of **JENNIFER NABER TRUST** under trust instrument dated **5/02/2001**, for the benefit of **JENNIFER NABER**

acknowledges all of the terms and covenants contained in this Security Instrument, Trust Rider and Signature Addendum.

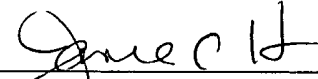
  
 \_\_\_\_\_, Trust Settlor  
 \_\_\_\_\_, Trust Settlor  
 \_\_\_\_\_, Trust Settlor  
 \_\_\_\_\_, Trust Settlor

**ACKNOWLEDGMENT:**

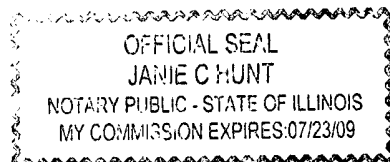
STATE OF IL, COUNTY OF Cook }ss.  
On this 6th day of March 2009 before me Janie C. Hunt  
a notary public, personally appeared JENNIFER NABER

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature   
Name (typed or printed): \_\_\_\_\_  
My commission expires: 7/23/09

(seal)



# UNOFFICIAL COPY

EXHIBIT A

## LEGAL DESCRIPTION

Legal Description: PARCEL 1:

LOT 100 IN H. ROY BERRY COMPANY'S PARK RIDGE TERRACE NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF THE VACATED ALLEY WEST OF AND ADJOINING LOT 100 IN H. ROY BERRY COMPANY'S PARK RIDGE TERRACE NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 40, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 12-02-211-032-0000 Vol. 0135

Property Address: 1328 Drophy Avenue, Park Ridge, Illinois 60068

Property of Cook County Clerk's Office