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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0929312134 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/20/2009 01:25 PM Pg: 1 of 17

WSP/ase/ale

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 13-26-308-036-1009

Address:

Street: 2619 N. HARDING UNIT 1

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60647

17  
10

Lender: ERIN M. HARDTKE

Borrower: LISA RENEE BARRINGTON

Loan / Mortgage Amount: \$50,000.00

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: 6DADF593-045E-4A20-B6A3-34109523C4F4

Execution date: 09/16/2009

Property of Cook County Clerk's Office

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## **MORTGAGE** **Illinois- Individual**

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THIS MORTGAGE, hereinafter referred to as "Security Instrument", is given on September 16, 2009. The mortgagor, hereinafter referred to as "Borrower", is Lisa Renee Barrington, a single person, presently residing at 2619 N. Harding Avenue, Unit 2, Chicago, Illinois 60647. This Security Instrument is given to Erin M. Hardtke, hereinafter referred to as "Lender", an individual, whose address is 914 N. Hermitage Ave. #3, Chicago, IL 60622.

At the time of execution of this Security Instrument, Borrower owes Lender the principal sum of Fifty Thousand and No Hundredths Dollars (U.S. \$50,000.00). Such debt (including any additional amount advanced by Lender pursuant to the terms of and evidenced by the Note, the "Loan") is evidenced by that certain Promissory Note dated the same date as this Security Instrument from Borrower to Lender (together with all renewals, extensions, and modifications thereof, the "Note"), which provides for monthly payments on or before the 16th day of each month, commencing October 16, 2009, with the full debt, if not paid earlier, due and payable on September 16, 2010 inclusive of all principal and interest owed. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest; (b) the payment of all other sums, with interest, owing hereunder and under the terms of the Note (including late charges, the principal amount of any optional construction draw and any reimbursement or indemnification obligations hereunder or under the Note, together with interest thereon, in each case, if applicable); and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

UNIT 2619-1 IN 2615 HARDING CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 28 AND LOT 29 (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 18 IN THE PENNOCK IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 060610010

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TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, which has the address of **2619 N. Harding, Unit 1, Chicago, Illinois 60647**, and is hereinafter referred to as the "Property Address",

PIN# 13-26-308-036-1009

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all fixtures now or to become a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower hereby represents that (a) Borrower is lawfully seized of the Property hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record and (b) there are no (i) rights or claims of parties in possession, (ii) easements or claims of easements, (ii) liens or rights to liens for services, labor or material heretofore or hereafter furnished, imposed by law, (iv) taxes or special assessments on the Property, in each case, not shown by public records. Borrower will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record permitted hereby. Borrower and Lender covenants and agree as follows:

## SECTION ONE PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES

Borrower shall promptly pay when due the principal and interest on the debt due in accordance with the terms of the Note, including any late charges. Payments due under the Note and this Security Instrument shall be made in US. Currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions hereof. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder. No offset or claim which Borrower may have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreement secured by this Security Instrument.

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## SECTION TWO FUNDS FOR TAXES AND INSURANCE

So long as Borrower promptly pays when due all real property taxes, assessments, condominium association dues and insurance premiums (if applicable) that relate to the Property and occupation thereof, Lender waives any escrow requirement in connection with the Note and this Mortgage, subject to the provisions of this Section Two. If Lender requires, Borrower shall furnish to Lender receipts evidencing such payment within the time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section Seven. If Borrower fails to pay the amount due for an escrow item, Lender may (a) exercise its rights under Section Seven and pay such amount and Borrower shall then be obligated under Section Seven to repay to Lender any such amount and/or (b) require that Borrower pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 1/12<sup>th</sup> of: (a) yearly taxes and assessments and other items that may attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future expenditures of escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay the escrowed items. Lender may not charge for holding and applying the Funds, analyzing the account, or verifying the escrowed items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrowed items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

On payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any excess Funds held by Lender. If under Section Nineteen, the Property is sold or acquired by the Lender, Lender shall apply, no later than

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immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument, so long as and only to the extent that all real property taxes, assessments, condominium association dues and insurance premiums that are or shall become due and owing relating to the ownership and occupancy of the Property by Borrower at all times prior to such sale or acquisition, shall have been paid (in the case of amounts that are due and owing) or retained by Lender (in the case of amounts that shall become due and owing).

## SECTION THREE APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under Sections One and Two shall be applied: first, to interest due under the Note, second, to principal due under the Note, third, to amounts payable under Section Two, if any. Such payments shall be applied in the order in which such amounts became due. All remaining amounts shall be applied first to late charges, second, to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent interest payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one interest payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the interest payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more interest payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments or proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the interest payments.

## SECTION FOUR CHARGES; LIENS

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents on the Property, if any, and all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association or similar organization. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation

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secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operates to prevent the enforcement of the lien or forfeiture of any part of the Property, but only until those proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within ten (10) days of the date on which such notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above.

## SECTION FIVE HAZARD INSURANCE

Borrower shall keep the improvements now existing or to be erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be withheld unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section Five shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies and renewals shall be reasonably acceptable to Lender and shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of the loss if not made promptly by Borrower.



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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not respond within thirty (30) days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle such claim. In such event or if Lender acquires the Property pursuant to Section Nineteen or otherwise, Borrower hereby assigns to Lender (a) Borrower's right to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above and foregoing, the insurance coverage required of Borrower pursuant to this Mortgage and as specifically set forth herein shall not, however, require that Borrower maintain insurance coverage (whether fire, casualty, liability or any other kind of coverage) that is already within the scope of coverage of the "master" or "blanket" policy of insurance maintained by the condominium association governing the subject property.

## SECTION SIX PRESERVATION AND MAINTENANCE OF PROPERTY

Borrower shall not destroy, damage or impair the Property or allow the Property to deteriorate, nor shall Borrower commit waste on the Property. Borrower shall be allowed to make improvements to the Property which, in the opinion of Lender, shall operate to increase the overall value of the Property and shall not jeopardize Lender's security interest in same.

## SECTION SEVEN PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that may significantly affect Lender's rights in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation, or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is

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necessary to protect the value of the Property and Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing the Property. Lender's actions may include (a) paying any sums secured by a lien that has priority over this Security Instrument, (b) appearing in court, (c) paying reasonable attorney fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering on the Property to make repairs, change locks, eliminate building or other code violations, and have utilities turned on or off. Although Lender may take action under this paragraph, Lender shall not be obligated to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section Seven.

Any amounts disbursed by Lender under this Section Seven shall become additional debt of Borrower secured by this 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, on notice from Lender to Borrower requesting payment.

## SECTION EIGHT INSPECTION

Lender or its agents may make reasonable entries on and inspections of the Property with reasonable advance notice. Specifically, Lender shall give Borrower notice at least forty-eight (48) hours prior to an inspection specifying reasonable cause for the inspection.

## SECTION NINE CONDEMNATION

Any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property ("Miscellaneous Proceeds") are hereby assigned and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law



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requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section Three.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section Eighteen, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section Three.

## SECTION TEN BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER

An extension of the time for payment or the modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against Borrower or any successor in interest nor refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or successors in interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

## SECTION ELEVEN SUCCESSORS AND ASSIGNS BOUND

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section Seventeen.

## SECTION TWELVE LOAN CHARGES

Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by applicable law.

If the Loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted

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limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

Notwithstanding the above and foregoing, it is acknowledged and agreed that no loan charges are due or applicable with regard to the Note and/or this Security Instrument prior to a default by Borrower.

## SECTION THIRTEEN LEGISLATION AFFECTING LENDER'S RIGHTS

If an enactment or the expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Section Nineteen. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of Section Seventeen.

## SECTION FOURTEEN NOTICES

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires the use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

## SECTION FIFTEEN GOVERNING LAW: SEVERABILITY

This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located, to wit, the State of Illinois. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.



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## SECTION SIXTEEN BORROWER'S COPY

Borrower shall be given one conformed copy of the Note and of this Security Instrument.

## SECTION SEVENTEEN 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 without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

## SECTION EIGHTEEN BORROWER'S RIGHT TO REINSTATE

If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before the sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums that then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. On reinstatement by Borrower, this Security Instrument and the obligations secured by it shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section Thirteen or Seventeen.

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## SECTION NINETEEN ACCELERATION; REMEDIES

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Sections Thirteen and Seventeen unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 proceedings the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and the costs of title evidence.

## SECTION TWENTY LENDER IN POSSESSION

On acceleration under Section Nineteen, or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled to enter on, take possession of, and manage the Property, and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to the payment of the costs of management of the Property and the collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney fees, and then to the sums secured by this Security Instrument.

## SECTION TWENTY-ONE RELEASE

On payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.



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## SECTION TWENTY-TWO WAIVER OF HOMESTEAD

Borrower waives all right of homestead exemption in the Property.

## SECTION TWENTY THREE ENVIRONMENTAL

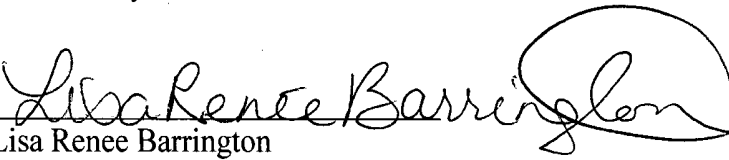
As used in this Section 23: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

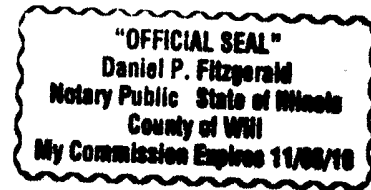
  
 Lisa Renee Barrington

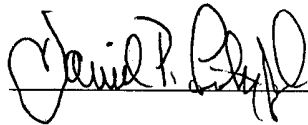
STATE OF ILLINOIS  
 COUNTY OF Will

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **LISA RENEE BARRINGTON**, having provided photo identification in the form of driver's license, OR, being personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this  
16th day of September, 2009.





(Notary Public)

**Prepared by:**  
 The Fitzgerald Law Firm, P.C.  
 1019 School Street, Annex  
 Lisle, IL 60532

**Mail To:**  
 Erin M. Hardtke, Esq  
 Jones Day  
 77 West Wacker Drive  
 Chicago, IL 60601-1692

**Name and Address of Taxpayer:**

Ms. Lisa Renee Barrington  
 2619 N. Harding Avenue  
 Unit #1  
 Chicago, IL 60647

**UNOFFICIAL COPY****CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 16<sup>th</sup> day of September, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Erin M. Hardtke (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2619 ~~W~~ N Harding, Unit 1, Chicago, Illinois 60647

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:  
2619 W. Harding

[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 the 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. 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.

**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 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

YRB



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from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Lisa Renee Bassing (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Property of Cook County Clerk's Office