

UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0931750017 Fee: \$58.00
Eugene "Gene" Mocre RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/13/2009 09:43 AM Pg: 1 of 12

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 02-02-400-082-1229

Address:

Street: 1951 N. HICKS ROAD, #211

Street line 2:

City: PALATINE

State: IL

ZIP Code: 60067

Lender: BANK OF AMERICA, N.A..

Borrower: JANUSZ KOLODZIEJ

Loan / Mortgage Amount: \$90,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77.70 et seq. because it is not owner-occupied.

Certificate number: BF33DF52-37F1-469B-A409-0365680AB4F4

Execution date: 10/15/2009

12/12/09

UNOFFICIAL COPY

After Recording Return To:
BANK OF AMERICA, N.A.
CA6-914-01-42 DOC PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
DAWN DUSATKO
BANK OF AMERICA, N.A.

1011 WARRENVILLE RD. #115
LISLE
IL 60532

[Space Above This Line For Recording Data]

090813661
[Escrow/Closing #]

00021114826910009
[Doc ID #]

MORTGAGE

MIN 1000255-0000285561-5

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated OCTOBER 15, 2009, together with all Riders to this document.

(B) **"Borrower"** is
JANUSZ KOLODZIEJ

Borrower is the mortgagor under this Security Instrument.

ILLINOIS--Single Family--Fannie Mae/Freddle Mac UNIFORM INSTRUMENT (MERS)

Form 3014 1/01

MERS Mortgage-IL
1006A-IL (08/08)(d/i)



* 2 3 9 9 1 *



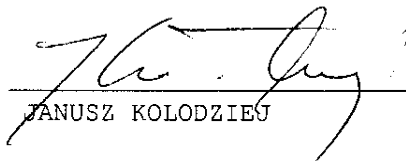
* 2 1 1 1 4 8 2 6 9 0 0 0 0 1 0 0 6 A *

UNOFFICIAL COPY

DOC ID #: 00021114826910009

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



JANUSZ KOLODZIEJ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY

DOC ID #: 00021114826910009

STATE OF ILLINOIS,

YOLANDA VEGA

County ss:

I, _____, a Notary Public in and for said county and state do hereby certify that

TANUSZ Kolodziej

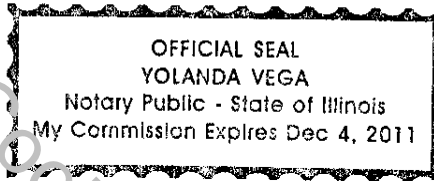
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of Oct - 2009.

My Commission Expires: 12-04-11

Yolanda Vega

Notary Public

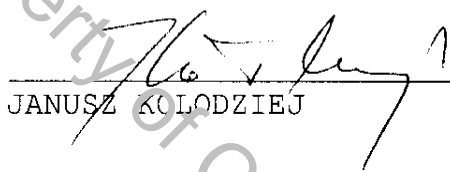


UNOFFICIAL COPY

DOC ID #: 00021114826910009

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.

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



JANUSZ KOLODZIEJ (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

MULTISTATE CONDOMINIUM RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

Condominium Rider
1008R-XX (05/08)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

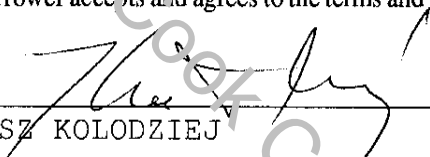
DOC ID #: 00021114826910009

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



JANUSZ KOLODZIEJ (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

**MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT**


Form 3170 1/01

UNOFFICIAL COPY

DOC ID #: 00021114826910009

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


 _____ (Seal)
 JANUSZ KOLODZIEJ -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

UNOFFICIAL COPY


LOAN #: 211148269

that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 _____ (Seal)
 JANUSZ KOLODZIEJ - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower

[Sign Original Only]

UNOFFICIAL COPY

INTER VIVOS REVOCABLE TRUST RIDER

090813661
[Escrow/Closing #]

00021114826910009
[Doc ID #]

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The
AS TRUSTEE OF THE JANUSZ KOLODZIEJ LIVING TRUST

created under trust instrument dated JUNE 28, 2005 , for the benefit of
JANUSZ KOLODZIEJ

(B) "Revocable Trust Trustee(s)."
JANUSZ KOLODZIEJ

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)."
JANUSZ KOLODZIEJ

settlor(s) of the Revocable Trust signing below.

(D) "Lender."
BANK OF AMERICA, N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).



* 2 3 9 9 1 *



* 2 1 1 1 4 8 2 6 9 0 0 0 0 1 3 7 2 R *

UNOFFICIAL COPY

DOC ID #: 00021114826910009

(F) "Property." The property described in the Security Instrument and located at:
1951 N. HICKS RD APT 211, PALATINE, IL 60074

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **FIFTEENTH** day of **OCTOBER, 2009**, and 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. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(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 State of _____; (ii) the trust instrument creating the 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 Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this 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 over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or 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.

UNOFFICIAL COPY

DOC ID #: 00021114826910009

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 of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of 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, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), 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 party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by 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.

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in 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 beneficial interest in the Revocable Trust, 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 Applicable Law.

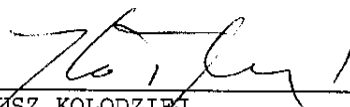
If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior

UNOFFICIAL COPY

DOC ID #: 00021114826910009

to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

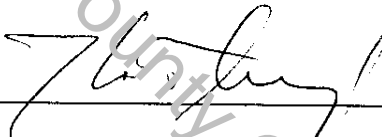
BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.



JANUSZ KOLODZIEJ

Trustee of the
AS TRUSTEE OF THE JANUSZ KOLODZIEJ LIVING
TRUST
under trust instrument dated JUNE 28, 2005
for the benefit of
JANUSZ KOLODZIEJ

- Borrower



Trustee of the
AS TRUSTEE OF THE JANUSZ KOLODZIEJ LIVING
TRUST
under trust instrument dated JUNE 28, 2005
for the benefit of

- Borrower