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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Doc#: 1323246048 Fee: \$154.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/20/2013 12:36 PM Pg: 1 of 25

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 13-13-313-037-1005

Address:

Street:

4256 N FRANCISCO AVE

Street line 2: UNIT 2

City: CHICAGO

Lender: GOLD COAST BANK

Borrower: MICHAEL KORIDEK

Loan / Mortgage Amount: \$179,000.00

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

PERSONAL TITLE 520

Certificate number: 102360F5-0503-49B1-861E-55C01D0F0F04

Execution date: 08/06/2013

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Return To:

GOLD COAST BANK 15 SPINNING WHEEL ROAD, STE 410 HINSDALE, IL 60521

Prepared By:

JOHN PLAFOUTZIS **GOLD COST BANK** 15 SPINNING WHEEL ROAD, STE HINSDALE, IL 60521

Space Above This Line For Recording Dataj-

MORTGAGE

MIN 100982411304260010

DEFINITIONS

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

- (A) "Security Instrument" means this ocu nera, which is dated AUGUST 6, 2013 together with all Riders to this document.
- (B) "Borrower" is MICHAEL KORIDEK, A MARP! TO MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is expraste corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. W.R. is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Driavere, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-M_PS NMLS# 411877

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VMP Mortgage Solutions, Inc.

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(D) "Lender" is GULD COAST BANK
Lender is a STATE CHARTERED BANK organized and existing under the laws of ILLINOIS Lender's address is 1201 N. CLARK ST., STE. 204 CHICAGO, IL 60610 (E) "Note" means the promissory note signed by Borrower and dated AUGUST 6, 2013 The Note states that Borrower owes Lender ONE HUNDRED AND SEVENTY-NINE THOUSAND
Dollars
(U.S. \$ 179,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2043
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
 (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following piders are to be executed by Borrower [check box as applicable]:
Adjustable Rate Rider Condominium Rider Second Home Rider
Dal'oon Rider Planned Unit Development Rider Planned Unit Development Rider X 1-4 Family Rider Biweekly Payment Rider X Other(s) [specify]
Biweekly Payment Rider LX Other(s) [specify] IL FIXED RATE RIDER
(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and aministrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. (J) "Community Associated Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Parawer or the Property by a condominium association, homeowners
association or similar organizat on. (K) "Electronic Funds Transce" process any transfer of funds, other than a transaction originated by check, draft, or similar paper inst une at, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape to a to order, instruct, or authorize a financial institution to debit or credit an account. Such term include, or is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers. (L) "Escrow Items" means those items that are de cribed in Section 3.
(M) "Miscellaneous Proceeds" means any compensance, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid and a he 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) mis epi sentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) ' rincip il and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Securing 2501 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be an or ted from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of COOK [Name of Recording Jurisdiction]:

SEE ATTACHED LEGAL DESCRIPTION RIDER

0,000 Parcel ID Number: 13-13-3 3-037-1005 4256 N FRANCISCO AVE, UNIT 2 CHICAGO ("Property Address"):

which currently has the address of (Street)

[City], Illinois 60618

[Zip Code]

TOGETHER WITH all the improver ents now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security I strunent, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's succe ors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right foreclose and sell the Property; and to take any action required of Lender including, but not limite to releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Croperty is mencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all

claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security as imment covering real

property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for borrows.

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender 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 in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower night have now or in the future against Lender shall relieve Borrower from making payments due under the August and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. An lication of Payments or Proceeds. Except as otherwise described in this Section 2, all payments arcept 1 and applied by Lender shall be applied in the following order of priority: (a) interest due under the No.e; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to take 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 payman from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any 1 te charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess e is after the payment is applied to the full payment of one or more Periodic Payments, such excess may be paided to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then refescibled in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "T und.") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain pricrity over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or round rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may equire that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and under dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unleder waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may wive Porrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the arr unit 1130426001

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such 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 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in my rederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually ar algir p the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds a to Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Lee requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by PLSPA.

If there is a surphy c. Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in mordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lent er shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a defi ter y of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESrA, and in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all tixes, assessments, charges, fines, and impositions attributable to the Property which can attain priority o er 'hir Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay one 1 in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has prior ty over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure, by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Let let's opinion operate to prevent the enforcement of the lien while those proceedings are pending, be only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory (x L ender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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 practical arrayment or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not project. Forrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or limit, and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges may 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 5 shall become additional debt or Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the day of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting property.

All insurance policies recuired by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss pavee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrow rightly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any record finsurance 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 loss, Borrower shall give property by Borrower Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, 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 or repair is economically feasible and Lender's security is not lessened. During such repair and restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration or repair is economically feasible and Lender's security is not lessened 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 disburse proceeds for the repairs and restoration in singly payment or in a series of progress payments as the work is completed. Unless an agreement is made in wring or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third process. Fees for public adjusters, or other third process 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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights 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 insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not be suffered by definition of the Property of deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prove the Property from deteriorating or decreasing in value due to its condition. Unless it is determined ours and to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly reput the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for revairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may discourse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the irrerior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to some uninterior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Bo rower shall be in default if, during the Loan application process, Borrower or any persons or entities a sing a the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Right Jader this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for onder nation 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 say for whatever is reasonable or appropriate to protect 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 can include, but are not limited to: (a) paying any sums a curer by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) payin; easonable

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attorneys' 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 the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless

Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insure selected by Lender. If substantially equivalent Mortgage Insurance coverage is not a late. Borrower shall continue to pay to Lender the amount of the separately designated payments that were die when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay for ower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer schemed by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of mo' ing the Loan and Borrower was required to make separately designated payments toward the premiur s for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance effect, or to provide a non-refundable loss reserve, until Lender's maintain Morigage insurance and to provide a non-rerundable loss reserve, until Lender's requirement for Mortgage Insurance en's in accordance with any written agreement between Borrower and Lender providing for such termination in a til termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation of the provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it

may incur if Borrower does not repay the Loan as a reed. Borrower is not a party to the Mortgage

Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or nodify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mor gar insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may in dude funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the hort, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly) amounts that derive from (or might be characterized as) a portion of Borrower's payme as for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exhinge for a share of the recomment is often termed "partitive rejuterance." but the recommendation of the recommendation o

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." but agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refun 1.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to 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 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 security by this Security Months whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous rior ceas shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the west, 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 crowerty 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 to any destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial t king, destruction, or loss in value of the Property in which the fair market

value of the Property immedia at before the partial taking, destruction, or loss in value is less than the amount of the sums secured imme tiate y before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree it witing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument wheher or not the sums are then due.

If the Property is abandoned by Berr wer, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) check 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 eather to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not than 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, whe he civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or the 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 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the P operty or other material impairment of Lender's interest in the Property or rights under this Securit, Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender on rest in the Property

are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. 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.

precide the exercise of any right of remandy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Perrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Borrow r'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 ar / o aer fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower that not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly residently in this Security Instrument or by Applicable I exp fees that are expressly rechibited by this Security Instrument or by Applicable Law

If the Loan is sul ject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other kan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such 'oan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrowe'. Londer may choose to make this refund by reducing the principal owed under the Note or by making officet payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial precayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note of any right of action Borrower might have arising out of such overcharge

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mal or when actually delivered to Borrower's notice address if sent by other means. Notice to any one B vrc ver shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice ildress shall be the Property Address unless Borrower has designated a substitute notice address by nouce to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifie, a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Inst umen at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mal to Lender's address stated herein unless Lender has designated another address by notice to Portuger. Any notice in connection with this Security Instrument shall not be deemed to have been given to vender until actually received by Lender. If any notice required by this Security Instrument is also require a under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include

corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior ten consent, Lender may require immediate payment in full of all sums secured by this Security Inst ument. However, this option shall not be exercised by Lender if such exercise is prohibited by

Aprica le Law.

If on ler exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a pariod of not less than 30 days from the date the notice is given in accordance with Section 15 within which B rower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums pror to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrum a without further notice or demand on Borrower.

19. Borrower's Autht to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have he 19's to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (*), five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums with then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) are any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees. In other fees incurred for the purpose of protecting Lender's interest in the Proceedings of the property and interest an interest in the Property and rights under this security instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's intrest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the 'ums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of in following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, tre sur a's check or cashier's check, provided any such check is drawn upon an institution whose deposits are instructed by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Bynower, this Security Instrument and obligations secured hereby 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 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Lo." Suvicer") that collects Periodic Payments due under the Note and this Security Instrument and perfor us other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. Ther, also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a classic of the Loan Servicer, Borrower will be given written notice of the change which will state the name and addings of the new Loan Servicer, the address to which payments should be made and any other inform tion RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the toll wirg substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and nerficicles, 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, s' fety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial wition, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a medical 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, anyoning 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 * a* 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 not be 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 do not be has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, having, 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 Part ver learns, or is notified by any governmental or regulatory authority, or any private party, that any remove 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 my obligation on Lender for an Environmental Cleanup.

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

- 22. 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 Section 18 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 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 proceeding the non-existence 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Courty Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for relasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the chargin of he fee is permitted under Applicable Law.
- 24. Wai er of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Col'ateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage requirate Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to prote it Len ler's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interest. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is rade against Borrower in connection with the collateral. Borrower may later cancel any insurance purchas of by Londer, but only after providing Lender with evidence that Borrower has obtained insurance as require' , 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 co nection 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 cos's of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own. 74 C/614

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STATE OF ILLINOIS, DUPAGE Salto I, DIO Selina Salto State do hereby certify that MICHAEL KORIDEK

County ss: COOK , a Notary Public in and for said county and

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 6TH day of AUGUST 2013

My Commission Expires: 10. 18. 16

OFFICIAL SEAL **DIOSELINA SALTO** NOTARY PUBLIC, STATE OF ILLINOIS My Committation Expires Oct. 18#2016

Loan origination organization GOLD C(AS) FANK NMLS ID 411877 Loan originator PETER ARGIANAS NMLS ID 136026

NMLS# 411877

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

17/6 NAPERVILLE RD. BLDG B #104, WHEATON, ILLINOIS 60189

PHONE: (630) 665-4300 (630) 665-9953 FAX:

STREET ADDRESS: .756 NORTH FRANCISCO AVENUE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 13-13-31',-03'-1005

LEGAL DESCRIPTION:

UNIT NUMBER 4256-2 IN THE TRUNCISCO MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1, 2 AND 3 IN BLOCK 6 IN ROSE PARK, A SUBDIVISION OF THE EAST 1/2 OF TH'. SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCI'. MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLETION OF CONDOMINIUM RECORDED AS DOCUMENT TOED

OFFICE

OFFICE NUMBER 0319627023; TOGETHER WITH ITS INDI/IDED PERCENTAGE INTEREST IN THE COMMON BLEMENTS IN COOK COUNTY, ILLINOIS.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6TH day of AUGUST 2013 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GOLD COAST BANK

(the

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

4256 N FRANCISCO AVE, UNIT 2, CHICAGO, IL 60618

[Property Address]

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

FRANCISCO MANOR CONDOS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or single cliders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and conder further covenant and agree as follows:

A. Condominium Obligations. 30r over shall perform all of Borrower's obligations under the Condominium Project's Constituent Cocuments. 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 equivaler: documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuamit to the Constituent Documents.

B. Property Insurance. So long as the Owner. 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 of verage in the amounts (including deductible levels), for the periods, and against loss by fire, herards 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 regives the provision in

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MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie N ac UNIFORM INSTRUMENT

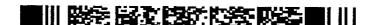
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Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the 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 conhe sums secured by the Security Instrument, whether or not then due, with the excess, if any poid 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. Concernation. 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 tender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consult. Sorrower 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 Owne's Ausociation unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium lives and assessments when due, then Lender may pay them. Any amounts disbursed by Leruer 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 small 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.

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Seal) ———————————————————————————————————	In this Condominium Rider.		the terms and covenants contained
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-Borrower -Borro			
(Seal)			
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1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 6TH day of AUGUST 2013 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GOLD COAST BANK

'Lender") of the same date and covering the Property described in the Security Instrument and located at: 4256 N FRANCISCO AVE, UNIT 2, CHICAGO, IL 60618

[Property Address]

1.4. TAMILY COVENANTS. In addition to the covenants and agreements made in the Security Christrument, Borrower and Lender further covenant and agree as follows:

- A. ALDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the property to the extent they are fixtures are added to the Property description, attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of the property including the purposes of supplying of distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awvings storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements, and additions therefore shall be deemed to be and remain all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Scurity Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITh Lav. Borrower shall not seek, agree to or make a change in the use of the Property or its zoring classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property.
- C. SUBORDINATE LIENS. Except as permitted by fedural law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance gainst rent loss in addition to the other hazards for which insurance is required by Section 5

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MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUM ENT Form 3170 1/01

Wolters Kluwer Financial Service VMP 9-57R (0811) Initials:

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- E "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

in this paragraph 6, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are each tenant of the Property shall pay the Rents to Collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, borrower shall receive the Rents until: (i) Lender has given Borrower notice of default rush into Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant's hat the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrow er as trustee for the benefit of Lender only, to be applied to the sums secured by the Security instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) porrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and malletenance costs, insurance premiums, taxes, assessments and other charges on the Property and then to the sums secured by the Security instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received end (vi) Lender shall be entitled to have a receiver appointed from the Property without any showing as t

If the Rents of the Property are not surficient to cover the costs of taking control of and managing the Property and of collecting the Rints any funds expended by Lender for such purposes shall become indebtedness of Borner to Lender secured by the Security instrument pursuant to Section 9.

Instrument pursuant to Section 9.

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 civing 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.

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MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORWINSTRUMENT VMP 9-57R (0811) Page 2 of 3 Form 3170 1/0 i

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CHARL KORYDEK	(Seal)	(Seal)
CHEEL NURTUEN	-Borrower	-Borrower
	(Seal)	(Cash)
0-	-Borrower	-Borrower
O/X	(Seal)	(Seal)
Ox	-Borrower	-Borrower
	(Seal)	
	Borrower	(Seal) -Borrower
	40	
LS# 411877 JLTISTATE 1- 4 FAMILY //P®-57R (0811)	1130426221 RIDER - Fannie Mae/l red Jie Mac Page 3 or 3	100982411304260010 UNIFORM INSTRUMENT Form 3170 1/01
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Illinois	Fixed Interest Rate Rid	ler
ncorporated into and shall be deemed to	TE RIDER is made this 6TH day of A o amend and supplement the Mortgage (the "Borrower") to secure the Borrower'	ne "Security Instrument") of
The "Lender") of the same date and co 1256 N FRANCISCO AVE, UNIT	vering the property described in this Secur 2, CHICAGO, IL 60618	rity Instrument and located at:
	(Property Address)	
he Security Instrument is amended as		
The words "at the rate of 4.875 Note" in the DEFINITIONS section.	%." are added at the end of the second se	entence in the definition of
ly signing below, Borrower accepts and	d agrees to the terms and covenants contain	ined in this Fixed Rate Rider.
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Ox	(Seal)	
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	(Seal)	
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	Dut.	'CVA
	Date (Seal)	1/4/
	/y	26/45
Refer to the attached Signature A	ddendum for additional parties and signati	ures.
MiLS# 411877 oxed Interest Rate Rider-IL	1130426001	100982411 104281 /10
MP		VMP673(IL) (11.J7 Page 1 of 1



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FIDELITY NATIONAL TITLE INSURANCE COMPANY



1776 NAPERVILLE RD. BLDG B #104, WHEATON, ILLINOIS 60189

PHONE: (630) 665-4300 FAX: (630) 665-9953

ORDER NUMBER:2011 052012352 UOC STREET ADDRESS: 4256 NORTH FRANCISCO AVENUE UNIT 2

CITY: CHICAGO

TAX NUMBER: 13-13-313-037-1005

COUNTY: COOK

LEGAL DESCRIPTION:

UNIT NUMBER 4256-2 IN THE FRANCISCO MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1, 2 AND 3 IN BLOCK 6 IN ROSE PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, 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 NUMBER 0319627022, COGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.