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Illinois Anti-Predatory
Lending Database
Program

Doc#: 1534522036 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2015 10:18 AM Pg: 1 of 12

Certificate of Exemption

*all rec only
take over
15049828
RPH/POS*

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 08-24-102-033-1003

Address:

Street: 1101 Holiday Lane Unit 3

Street line 2:

City: Des Plaines

State: IL

ZIP Code: 60018

Lender: SAMUEL MALINA TRUSTEE OF SAMUEL MALINA DEC TRUST DTD 4/23/87 BENE OF CHICAGO TITLE LAND TRUST UNDER TRUST AGMT DTD 11/6/2001 TRUST NO 128422

Borrower: AHMET ALEGOZ AS TRUSTEE OF THE AHMET ALEGOZ TRUST DATED 11/7/2014 AND JUSTYNA LEGOZ AS TRUSTEE OF THE JUSTYNA ALEGOZ TRUST DTD 11/7/2014

Loan / Mortgage Amount: \$124,000.00

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.

Certificate number: C7D85D17-89DE-4C5F-AAB5-47ACC0B6DE00

Execution date: 10/31/2015

CCRD REVIEWER RA

Chicago Title

Box 334

12

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**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:**

Philip L. Mandell
Pitler and Mandell
33 North LaSalle Street, Suite 2700
Chicago, Illinois 60602

Common Address:

1101 Holiday Lane
Unit 3
Des Plaines, Illinois 60018

P.I.N. 08-24-102-033-1003

all cases rec only

MORTGAGE

This Mortgage made as of October 31, 2015, between **SAMUEL MALINA**, as Trustee of the Samuel Malina Declaration of Trust dated April 23, 1987 beneficiary of **Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 6, 2001 and known as Trust Number 128422** (hereinafter referred to as "Mortgagee"), and **AHMET ALEGOZ**, as Trustee of the **Ahmet Alegoz Trust dated November 7, 2014, as to 50% ("AHMET")** and **JUSTYNA ALEGOZ**, as Trustee of the **Justyna Alegoz Trust dated November 7, 2014, as to 50%** (hereinafter collectively referred to as "Mortgagor").

WITNESSETH:

WHEREAS, AHMET has executed and delivered to Mortgagee certain Articles of Agreement for Trustees Date and for Bill of Sale (the "Contract") with respect to the purchase of the property commonly known as 1685 East Oakton Street, Des Plaines; and

WHEREAS, the terms and conditions of the Contract are incorporated within this Mortgage as though fully set forth; and

WHEREAS, AHMET has agreed to the provisions contained in the Contract to be performed by the Buyer; and

WHEREAS, Mortgagor is willing to grant a first mortgage lien in favor of Mortgagee and the property legally described on Exhibit "A" as security for the faithful performance of the terms, conditions and obligations of AHMET under the Contract for a full two (2) year term of the Contract.

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NOW, THEREFORE, the Mortgagor to secure the faithful performance of the obligations under the Contract and in accordance with the terms, provisions, limitations of this Mortgage, and the performance of the covenants and agreements herein contained by AHMET to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

in the maximum amount one hundred twenty FULL THOUSAND (120,000) Dollars

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AS EXHIBIT "A"

which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows and floor coverings. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

AND IT IS FURTHER AGREED THAT:

1. **Payment of Obligation.** AHMET will assume and be responsible and will duly perform and observe all of the covenants, agreements and provisions herein and in the Contract required.
2. **Maintenance, Repair, Restoration, Prior Liens.** Mortgagor will (a) promptly construct, repair, restore and rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay, when due, any indebtedness which may

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secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises except as required by law or municipal ordinance without Mortgagee's prior written consent; (g) not make or permit any change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (h) pay all operating costs of the Premises.

3. **Taxes.** Mortgagor will pay when due before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes") assessed against or applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured and Mortgagor will, furnish to Mortgagee duplicate receipts therefor. Mortgagor will pay in full, under protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest. However, if deferment of payment is required to conduct any contest or review, Mortgagor shall deposit the full amount thereof, together with an amount equal to the interest and penalties during the period of contest (as estimated by Mortgagee) with Mortgagee. In any event, Mortgagor shall (and if Mortgagor shall fail to do so, Mortgagee may, but shall not be required to, use the monies deposited as aforesaid) pay all Taxes, notwithstanding such contest, if in the opinion of Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. In the event any law or court decree has the effect of deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises or the Indebtedness Hereby Secured or the holder thereof, then, and in any such event, Mortgagor upon demand by Mortgagee will pay such Taxes or reimburse Mortgagee therefor. Nothing herein contained shall require Mortgagee to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

4. **Prepayment Privilege.** AHMET may prepay the principal of the Contract at any time without premium or penalty.

5. **Waiver of Redemption Rights.** Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or

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relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Mortgagor acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy as though no such law or laws have been made or enacted.

6. **Assignment of Rents, Issues and Profits.** Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Mortgagor or Mortgagee for all such rents, issues and profits and apply the same to the indebtedness secured hereby. Provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than two months in advance) prior to or at any time there is not an Event of Default under this Mortgage or the Note. The assignment of the rents, issues and profits of the Premises in this Section is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default under this Mortgage or the Note.

7. **Assignment of Leases.** Mortgagor hereby assigns and transfers to Mortgagee as additional security for the payment of the Indebtedness Hereby Secured all present and future leases upon all or any part of the Premises and shall execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgages shall from time to time require.

8. **Title in Mortgagor's Successors.** If ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor shall give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises.

9. **Insurance.** Mortgagor will at all times maintain on the Premises, the Improvements and on all other Collateral, all insurance required at any time or from time to time by the Mortgagee and in any event (i) all-risk casualty insurance covering, without limitation, fire, extended coverage, vandalism and malicious mischief, in an amount which is not less than 100% of the replacement cost of the Improvements and Personal Property without consideration for depreciation, with an inflation guard endorsement and name the Mortgagee as an additional insured; and (ii)

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comprehensive general public liability insurance, protecting against claims arising from an accident or occurrence in or upon the Premises.

10. **Due-on-Sale Clause.** Without the prior written consent of the Mortgagee, the Mortgagor will not cause or permit any sale, exchange, transfer, lease, or conveyance (transfer) of any part of the mortgaged property or any interest in it voluntarily or by operation of law. In such event, the principal, together with all accrued interest due under the Contract, shall become immediately accelerated and due and payable unless Mortgagor provides adequate security to Mortgagee.

11. **Rights Cumulative.** Each right, power and remedy conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

12. **Successors and Assigns.** This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns, including each and every from time to time record owner of the Premises or any other person having an interest therein, and shall inure to the benefit of Mortgagee and their successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder of the Note, whether so express or not; and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name designated the Mortgagee.

13. **Provisions Severable.** The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

14. **Waiver of Defense.** Actions for the enforcement of the lien or any provision hereof shall not be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note, and all such defenses are hereby waived by Mortgagor.

15. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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16. **Addresses and Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

17. Upon the satisfactory performance of the Contract by for the first year of the Contract, the Mortgagee agrees to redeem the lien of this Mortgage as security for the faithful performance of the Contract.

If to Mortgagee: **SAMUEL MALINA**, as Trustee of the Samuel Malina Declaration of Trust dated April 23, 1987 beneficiary of **Chicago Title Land Trust Company**, as Trustee under Trust Agreement dated **November 6, 2001** and known as Trust Number **128422**
c/o Samuel Malina
7215 North Kedvale
Lincolnwood, Illinois 60712

With a copy to: Philip L. Mandell, Esq.
Pitler and Mandell
33 North LaSalle Street
Suite 2700
Chicago, Illinois 60602

If to Mortgagor: Ahmet Alegoz and Justyna
1685 East Oakton Street
Des Plaines, Illinois 60016


With a copy to: Tom Loukas, Esq.
Loukas Law, LLC
4061 North Milwaukee Avenue
Chicago, Illinois 60641

IN WITNESS WHEREOF, **AHMET ALEGOZ**, as Trustee of the **Ahmet Alegoz Trust** dated **November 7, 2014**, as to **50%** and **JUSTYNA ALEGOZ**, as Trustee of the **Justyna Alegoz Trust** dated **November 7, 2014** as to **50%**, have executed this Mortgage as of the date first above written



AHMET ALEGOZ, as Trustee of the **Ahmet Alegoz Trust** dated **November 7, 2014**, as to **50%**

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JUSTYNA ALEGOZ, as Trustee of the Justyna Alegoz
Trust dated November 7, 2014 as to 50%

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **AHMET ALEGOZ, as Trustee of the Ahmet Alegoz Trust dated November 7, 2014, as to 50%** and **JUSTYNA ALEGOZ, as Trustee of the Justyna Alegoz Trust dated November 7, 2014 as to 50%**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Dated: 12-1-15



 NOTARY PUBLIC



UNOFFICIAL COPY**EXHIBIT "A"****PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

UNIT NUMBER 1101-3 IN HOLIDAY LANE GONDINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE EAST 900.00 FEET OF THE NORTH 420.00 FEET OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE SOUTH 66.00 FEET OF THE NORTH 245.00 FEET (EXCEPT THE EAST 900.00 FEET THEREOF AND EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF ILLINOIS ROUTE 89) OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1: THAT PART OF THE TRACT OF LAND DESCRIBED AS THE EAST 900.00 FEET OF THE NORTH 420.00 FEET OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE THEREOF FROM A POINT ON SAID NORTH LINE, 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, TOGETHER WITH THE SOUTH 88.00 FEET OF THE NORTH 245 FEET (EXCEPT THE EAST 900.00 FEET THEREOF) OF THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND EXCEPT THEREFROM THE WEST 62.00 FEET OF THE SOUTH 88.00 FEET OF THE NORTH 245.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 210.00 FEET OF THE WEST 190.00 FEET OF THAT PART OF A TRACT OF LAND DESCRIBED AS THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE, 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE NORTH 210.00 FEET OF THE EAST 228.58 FEET OF THE WEST 416.58 FEET OF THAT PART OF A TRACT OF LAND DESCRIBED AS THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 210.00 FEET OF THE EAST 190.00 FEET OF THE WEST 805.58 FEET OF THAT PART OF A TRACT OF LAND DESCRIBED AS THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE, 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE NORTH 420.00 FEET (EXCEPT THE WEST 605.58 FEET THEREOF) OF THAT PART OF A TRACT OF LAND DESCRIBED AS THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THE SOUTH 210.00 FEET OF THE NORTH 420.00 FEET OF THE EAST 190.00 FEET OF THE WEST 605.58 FEET OF THAT PART OF A TRACT OF LAND DESCRIBED AS FOLLOWS: THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE, 727.18 FEET WEST OF THE NORTHEAST CORNER OF TRACT, IN COOK COUNTY, ILLINOIS.

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PARCEL 7: THE SOUTH 210.00 FEET OF THE NORTH 420.00 FEET OF THE EAST 228.58 FEET OF THE WEST 416.58 FEET OF THAT PART OF A TRACT OF LAND DESCRIBED AS FOLLOWS: THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE, 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE SOUTH 210.00 FEET OF THE NORTH 420.00 FEET OF THE WEST 190.00 FEET OF THAT PART OF A TRACT OF LAND DESCRIBED AS THE SOUTH 34 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE OF SAID TRACT FROM A POINT ON SAID NORTH LINE, 727.18 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 21, 2004 AS DOCUMENT NUMBER 0438846145; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

County of Cook County Clerk's Office

UNOFFICIAL COPY**CONDOMINIUM RIDER**

This Condominium Rider is made this 31 day of October, 2015, 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 Articles of Agreement for Trustee's Deed to **SAMUEL MALINA**, as Trustee of the Samuel Malina Declaration of Trust dated April 23, 1987 beneficiary of **Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 6, 2001 and known as Trust Number 128422** (the "Lender") of the same date covering the Property described in the Security Instrument and located at: **1101 Holiday Lane, Unit 3, Des Plaines, Illinois 60018**.

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

[Name of Condominium Project]

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

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

A. Condominium Obligations. Borrower 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.

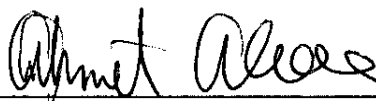
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby 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

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IN WITNESS WHEREOF, AHMET ALEGOZ, as Trustee of the Ahmet Alegoz Trust dated November 7, 2014, as to 50% and JUSTYNA ALEGOZ, as Trustee of the Justyna Alegoz Trust dated November 7, 2014, as to 50%, have executed this Condominium Rider as of the date first above written



AHMET ALEGOZ, as Trustee of the Ahmet Alegoz Trust
dated November 7, 2014, as to 50%



JUSTYNA ALEGOZ, as Trustee of the Justyna Alegoz
Trust dated November 7, 2014 as to 50%

Property of Cook County Clerk's Office