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• DEPT-01 RECORDING \$41.50  
• 145555 TRAN 6971 02/01/96 12:43:00  
• 44221 J J \*-96-084840  
• COOK COUNTY RECORDER

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TOGETHER WITH all the improvements now or hereafter created on the property of accounts, specifications, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER CONVEYORS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant a conveyance of the Property and that the Property is unencumbered, 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.

THE SECURITY INSTRUMENT contains uniform provisions for national use and non-uniform provisions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written order by Lender, Borrower shall pay to Lender on the due payable amounts the due taxes on

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Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly release to Borrower any funds held by Lender in, under paragraph 21, Lender shall secure or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second to amounts payable under paragraph 3, third to interest due, fourth to principal due, and last to any late charges due under the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may often accrue prior to the Security Instrument, and household payments or ground rents, if any. Borrower shall pay these charges in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph if Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing all payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower is agreed in writing to the payment of the obligation secured by the lien in a way acceptable to Lender. In contracts in good faith the lien by or against a person entitled to the use of the land in legal proceedings which in the Lender's opinion are necessary to protect the best interests of the lien, or to secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument, if Lender determines that any part of the Property is subject to a lien which may have priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, including floods or flooding, for the term "extended coverage" and any other risks, including thefts and burglary, for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals if Lender requires. Borrower shall promptly give to Lender all receipts and premiums and renewal notices in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not impaired, the insurance proceeds shall be economically feasible and Lender's security is not impaired, the insurance proceeds shall be applied to the work secured by the Security Instrument, whether or not the claim with any excess paid to Borrower if Borrower abandons the Property, or does not proceed with 30 days' notice from Lender that the insurance carrier has offered to settle a claim, then Lender may elect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Security Instrument, whether or not then due. The 30-day period shall begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds as provided shall not be used or postponed the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments if under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance proceeds and proceeds resulting from savings to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

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8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in law of condemnation are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security Instrument, whether or not the sums are then due.

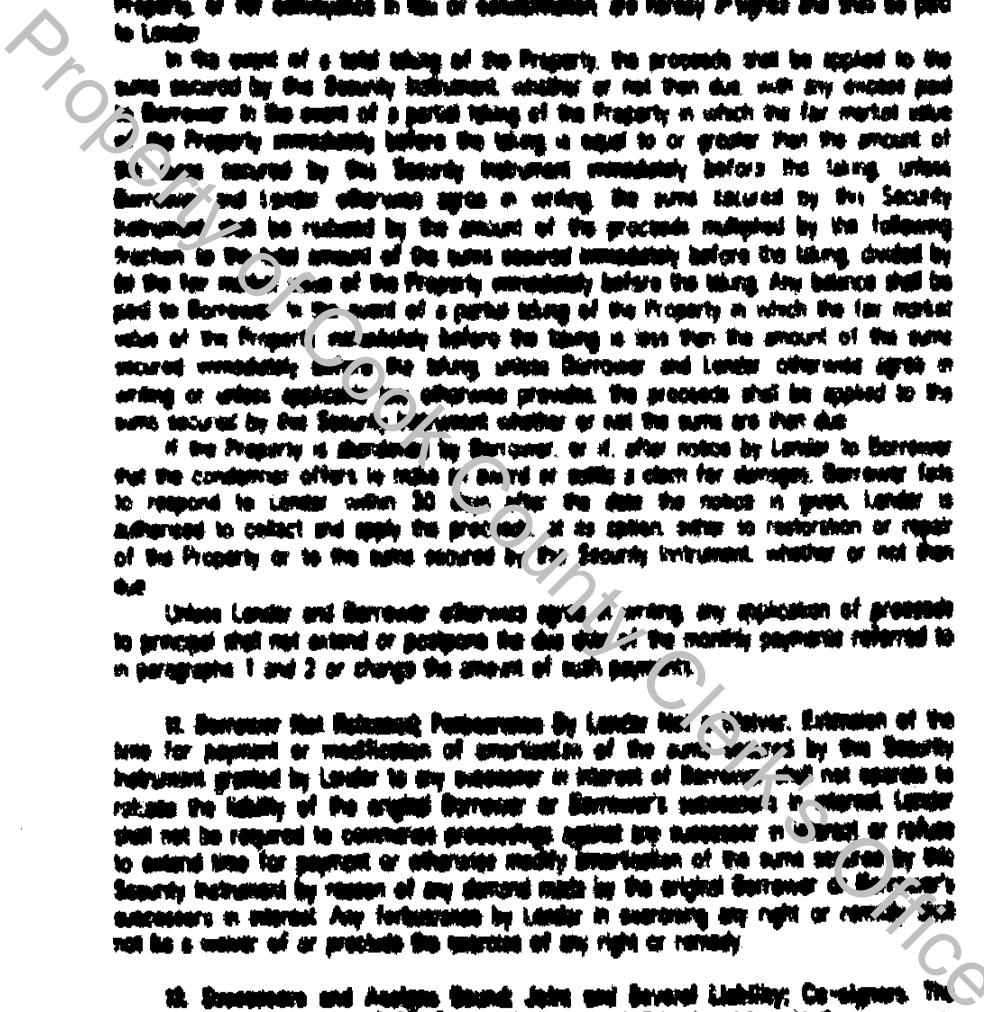
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, if so apportioned, either to restoration or repair of the Property or to the sums secured by the Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Possession By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs the Security Instrument but does not execute the Note is a co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of the Security Instrument. It is not personally obligated to pay the sums secured by the Security Instrument, and it agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limit, then all any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and all any sums already collected from Borrower



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when enclosed promissory note will be released to Borrower. Lender may choose to make this release by reducing the principal owed under the Note or by making a direct payment to Borrower. If a release reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

17. Governing Law; Jurisdiction. The Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To that end, the provisions of the Security Instrument and the Note are declared to be severable.

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

19. Transfer of the Property as a Beneficial Interest to Borrower. If all or any part of the Property or any interest in it is sold or transferred for a beneficial interest to Borrower or sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums covered by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

20. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to loan cancellation of the Security Instrument described in this paragraph to the extent of all sums due for each other period as applicable for the period for reinstatement before sale of the Property pursuant to any power of sale contained in the Security Instrument or in any order of a judgment enforcing the Security Instrument. These conditions are that Borrower is not in default of any sums which are due under the Security Instrument and the Note as if no acceleration had occurred; it pays all sums covered by the Security Instrument, including but not limited to reasonable attorney's fees; and it files such order as Lender may reasonably require to assure that the law of the Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums covered by the Security Instrument shall continue unchanged upon reinstatement by Borrower. The Security Instrument and the obligation covered hereby shall remain fully effective as if no acceleration had occurred. However, the right to retention shall not apply in the case of acceleration under paragraph 17.

21. Sale of Other Things of Last Service. The Note or a partial interest in the Note together with the Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the name shown as the Last Servicer that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Last Servicer unrelated to a sale of the Note. If there is a change of the Last Servicer, Borrower will be given written notice of

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agreements of each such rider shall be incorporated into and shall amend and supplement the contents and agreements of the Security Instrument as if the riders were a part of the Security Instrument.

Check applicable boxes:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input checked="" type="checkbox"/> Customized Rider      | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Financial Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Interest Rider          | <input type="checkbox"/> Rate Improvement Rider           | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other (Specify)         |   |   |

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

Bank of America

*[Signature]* \_\_\_\_\_ Seal

JOHN T. FRANKEL, JR.

*[Signature]* \_\_\_\_\_ Seal

SARAH J. FRANKEL

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

(Space Below This Line for Acknowledgment)

STATE OF ILLINOIS  
COUNTY OF Cook ) ss

I, *John T. Frankel Jr.*, a notary public, in and for the county and State aforesaid, do hereby certify that *John T. Frankel Jr.*

*John T. Frankel Jr.*  
Notary Public, personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that *John T. Frankel Jr.* signed, sealed, and delivered the said instrument as *free* and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

GIVEN under my hand and official seal this *30th* day of *July*, 1995.

"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Comm. No. 123456789

*[Signature]*  
Notary Public

THIS INSTRUMENT WAS PREPARED BY BANKPLUS MORTGAGE CORP.

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**CONDOMINIUM DEED**

This **CONDOMINIUM DEED** is made this **20th** day of **MAY**, 2000, 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 made by the undersigned (the "Borrower") to secure Borrower's Note to **WELLS FARGO MORTGAGE BANK**, Lender of the same date and covering the Property described in the Security Instrument and located at **1000 S. KENNETH AVENUE, ALBANY, IL 61808** Property Address

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

**ROCKY TREE CONDOMINIUMS** 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 contributors, the Property also includes Borrower's interest in the Owners Association and the vote 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 or by-law; (ii) rules of regulations; and (iii) any other documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage" then:

(i) Lender waives the provision in Uniform Concept 2 for the monthly payment to Lender of one-twelfth of the yearly premium installment for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Concept 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of replacement or repair following a loss to the Property, whether to the unit or to common elements, the proceeds payable to Borrower are hereby assigned and shall be paid to Lender in application to the debt secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such action 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.

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**6. Contingencies.** 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 easement in fee of condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same secured by the Security Instrument as provided in Uniform Contract 10.

**7. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partial or absolute, 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) an amendment to any provision of the Condominium 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.

**8. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay such due amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Borrowers

*[Signature]* \_\_\_\_\_ **Unit**

*[Signature]* \_\_\_\_\_ **Unit**

\_\_\_\_\_ **Unit**

\_\_\_\_\_ **Unit**

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