

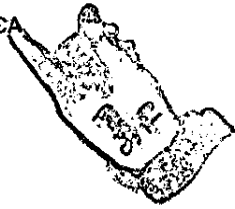
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9739/0057 45 001 Page 1 of 18  
2001-03-13 08:54:41  
Cook County Recorder 55.50

PREPARED BY AND  
AFTER RECORDING MAIL TO:

Washington Mutual Bank, FA  
C/O ACS IMAGE SOLUTIONS  
12691 PALA DRIVE - MS156DPCA  
GARDEN GROVE, CA 92841



AC97111754 *2002 Finner*

SPACE ABOVE THIS LINE FOR RECORDING DATA  
FIRST AMERICAN TITLE INS AC9711754

18  
JH



MORTGAGE

LOAN NO.: 03-2282-002422922-1

THIS MORTGAGE ("Security Instrument") is given on February 20, 2001  
The mortgagor is DAVID J. SIMARD AND JULIE A SIMARD, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to Washington Mutual Bank, FA  
, which is organized and existing under  
the laws of USA, and whose address is 400 East Main Street Stockton,  
CA 95290 ("Lender"). Borrower owes Lender the principal  
sum of One Hundred Sixty-One Thousand Eight Hundred Twenty & 00/100

Dollars (U.S. 161,820.00). This debt is evidenced by Borrower's note dated the same  
date as this Security Instrument ("Note"), which provides for monthly payments, with the full  
debt, if not paid earlier, due and payable on March 1, 2031. This Security  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with  
interest, and all renewals extensions and modifications of the Note, (b) the payment of all other  
sums, with interest, advanced under Paragraph 7 to protect the security of this Security  
Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in Cook  
County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 300 N STATE ST UNIT 4330  
CHICAGO Illinois 60610 ("Property Address");

PIN TAX I.D. NUMBER: 17-09-410-014-1755

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90  
TO BE RECORDED

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LOAN NO.: 03-2282-002422922-1

TOGETHER WITH all the improvements 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 COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants 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 waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire 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 this Security Instrument.

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First American Title Insurance Company  
30 N. LaSalle Street, Suite 300, Chicago, IL 60602

## ALTA Commitment Schedule C

File No.: AC9711754

### Legal Description:

#### Parcel 1:

Unit 4303 together with its undivided percentage interest in the common elements in Marina Towers Condominium as delineated and defined in the Declaration recorded as Document Number 24238692, in the Southeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

Easements for ingress and egress for the benefit of Parcel 1 as defined and set forth in Document recorded as No. 24238692 and as created by a deed from the Marina City Corp. recorded as Document Number 24290318 for access to and from common elements defined therein.

#### Parcel 3:

Easements for ingress and egress for the benefit of Parcel 1, as created in Grants and Reservations of Elements recorded as Document Number 23238691, and as created by a deed from Marina City Corp., recorded as Document Number 24290318, for access to and from "Exclusive Easement Areas" and "Common Easement Areas", defined therein.

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LOAN NO.: 03-2282-002422922-1

**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 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations 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 this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this 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, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be 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 of paid 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

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judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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 in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 conveyance in lieu 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 this 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 this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

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LOAN NO.: 03-2282-002422922-1

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 this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this 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.

**11. 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 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 this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

**15. Governing Law; Severability.** This 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 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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LOAN NO.: 03-2282-002422922-1

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is 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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 Paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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LOAN NO.: 03-2282-002422922-1

**21. 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 Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure 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 Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable line(s)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider   | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider   | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] Conditional Right To Modify Interest Rate |   |   |

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



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LOAN NO.: 03-2282-002422922-1

X *David J Simard*  
DAVID J SIMARD

X *Julie A Simard*  
JULIE A SIMARD

Property of Cook County Clerk

\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

State of Illinois, *Cook* County ss:

I, *Carmelita Farrar Campbell*,  
a Notary Public in and for said county and state, do hereby certify that

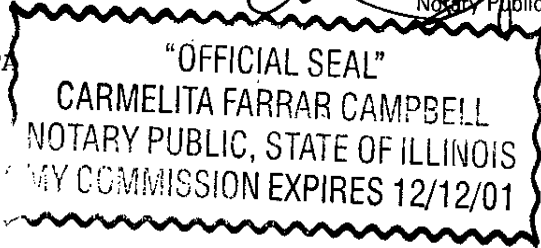
*David J. Simard, Julie A. Simard*

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 *they* signed and delivered the said instrument as *they* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *20th* day of *Feb* *2004*.

My Commission expires: \_\_\_\_\_  
*[Signature]*  
Notary Public

CAROLYN CETWINSKI  
Washington Mutual Bank, FA  
650 E ALGONQUIN ROAD  
SCHAUMBURG, IL 60173



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## CONDITIONAL RIGHT TO MODIFY INTEREST RATE RIDER

LOAN NO.: 03-2282-002422922-1

This CONDITIONAL RIGHT TO MODIFY INTEREST RATE ("Rider") is made this 20th day of February, 2001 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", "I", "me", or "my") to secure Borrower's Fixed Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

300 N STATE ST UNIT 4220, CHICAGO, IL 60610

(Property Address)

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

### 1. Conditional Right to Modify Interest Rate and Monthly Payment

#### A. General

If the conditions described in Section 1(B) below are fulfilled in all respects, I will be able to exercise an option to reduce the Interest Rate and monthly payment of the Note. The reduction of the Interest Rate and monthly payment is called the "Modification". The effect and the effective date of a Modification is described in Section 1(D) below.

#### B. Conditions for Making the Modification

The Modification may occur, at my option, but subject to the provisions of this Rider, under either of two separate circumstances.

*Revised  
MB*

**10194410**

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The first type of Modification is where my "Loan to Value Ratio" as of the effective date of the Modification is equal to 80% or less. My Loan to Value Ratio is, in the case of a loan to finance the purchase of the Property, equal to the unpaid principal balance due under the Note divided by the original sales price or appraised value, whichever is lower, of the Property as of the Note Date (as defined below). My Loan to Value Ratio is, in the case of any other loan, equal to the unpaid principal balance due under the Note divided by the original appraised value of the Property as of the Note Date. Provided, however, that if I owned the Property for less than one year as of the Note date, the loan to value ratio shall be based on the lesser of the: (i) purchase price or (ii) the appraised value. This type of Modification is called the "80% Modification". Subject to the conditions described below, an 80% Modification may occur once I make a sufficient number of payments on the Note to reduce my Loan to Value Ratio to 80% or less. If I wish the 80% Modification to occur sooner, I may make additional principal payments on the Note or I may make one or more partial prepayments on the Note. An increase in the appraised value of the Property following the Note Date will not result in the 80% Modification occurring any sooner. In order to be eligible for the 80% Modification, I must meet all of the following conditions: (i) I must have made all payments due under the Note and the Security Instrument in full within thirty (30) days of their due dates from the time of the Note Date until the effective date of the 80% Modification, but this condition will not apply for more than the last twelve (12) consecutive payments due under the Note and the Security Instrument prior to the effective date of the 80% Modification; (ii) my Loan to Value Ratio as of the effective date of the 80% Modification must be 80% or less; (iii) I must request the 80% Modification in writing as provided in Section 1(E) below; (iv) I must continue to own and occupy the Property as my residence as of the effective date of the 80% Modification; (v) there must not be any subordinate financing liens on the Property as of the effective date of the 80% Modification; and (vi) I must sign all documentation relating to the 80% Modification or these conditions as may be specified by the Note Holder (as defined below).

The second type of Modification is where the unpaid principal balance due under the Note is reduced to 75% or less of the appraised value of the Property immediately prior to the effective date of the Modification. This type of Modification is called the "75% Modification". Subject to the conditions described below, a 75% Modification may occur as a result of an increase in the appraised value of the Property following the Note Date. In order to be eligible for the 75% Modification, I must meet all of the following conditions: (i) the unpaid principal balance due under the Note must be equal to 75% or less of the appraised value of the Property immediately prior to the effective date of the 75% Modification, as determined exclusively and finally by an

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appraisal report ("Appraisal Report") performed by an appraiser selected by the Note Holder; (ii) the effective date of the 75% Modification must occur after the twenty-fourth (24th) scheduled payment due date under the Note; (iii) I must request the 75% Modification in writing as provided in Section 1(E) below; (iv) I must have paid to the Note Holder the dollar amount specified by the Note Holder for the preparation of the Appraisal Report; (v) I must have made all payments due under the Note and the Security Instrument in full within thirty (30) days of their due dates or, at least the last twenty four (24) consecutive payments due under the Note and the Security Instrument prior to the effective date of the 75% Modification; (vi) I must continue to own and occupy the Property as my residence as of the effective date of the 75% Modification; (vii) there must not be any subordinate financing liens on the Property as of the effective date of the 75% Modification; and (viii) I must sign all documentation relating to the 75% Modification or these conditions as may be specified by the Note Holder. If I request a 75% Modification, I will pay to the Note Holder the dollar amount specified by the Note Holder for the preparation of the Appraisal Report whether or not the 75% Modification is made. If I make a subsequent request for a 75% Modification, I will be required to pay for an additional Appraisal Report.

## C. Limits on Modification

Either an 80% Modification or a 75% Modification, but not both, may be made with respect to my Note. Only one Modification may be made with respect to my Note. Except as otherwise expressly provided in this Rider or the Note, or as I and the Note Holder may agree in writing, the Note may not be modified.

## D. Effect of Modification

If I meet all of the conditions for an 80% Modification or a 75% Modification, the Interest Rate of the Note will be reduced by fifty five hundredths of one percentage point (0.550%) effective as of the first (1st) day of the calendar month that first occurs at least fifteen (15) days after the fulfillment of the last of the applicable conditions (as determined by the Note Holder in its sole and absolute discretion). The monthly payment will be recalculated to completely repay the loan by the maturity date based upon the new interest rate. The new monthly payment will be due on the first day of the calendar month following the month in which the reduction of Interest Rate of the Note was effective. Except as provided in this Rider, or as the Note Holder and I may agree in writing, Interest Rate and payment calculations under

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the Note will remain as provided in the Note.

## E. Notice to Note Holder of Request for Modification

I will request a Modification by sending my request, in writing, to RETAIL CREDIT SERVICES, 400 EAST MAIN STREET - STA5RCS, STOCKTON, CA or to such other address as may be specified from time to time by the Note Holder. My request must contain my name, the Property address and my loan number, and I must state whether I am requesting an 80% Modification or a 75% Modification. No Modification will be considered or made unless I provide a written request under this Section 1(E). If I make any subsequent request for a Modification, I must once again provide a written request under this Section 1(E).

## 2. Interpretation

To the extent that any provisions of this Rider are inconsistent with the provisions of the Security Instrument, including other riders thereto, the provisions of this Rider will prevail over and supersede the inconsistent provisions.

I understand that the Lender may transfer the Note and the Security Instrument. The Lender or anyone who takes the Note and Security Instrument by transfer and who is entitled to receive payments under the Note is called the "Note Holder". The date of the Note is called the "Note Date".

All capitalized terms used in this Rider that are not defined in this Rider will have the meanings given for those terms in the Note.

Except as provided in this Rider, or as the Note Holder and I agree in any other rider to the Security Instrument, the Security Instrument will remain in full force and effect.

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BY SIGNING BELOW, Borrower accepts and agrees to the provisions of this Rider. Borrower agrees to execute any document requested by the Note Holder from time to time to reform this Rider to accurately reflect the terms of the agreement between Borrower and Note Holder or to replace the Note, Security Instrument or other document if any such document is lost, mutilated or destroyed.

X

  
\_\_\_\_\_  
DAVID J SIMARD

X

  
\_\_\_\_\_  
JULIE A SIMARD

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## CONDOMINIUM RIDER

03-2282-002422922-1

THIS CONDOMINIUM RIDER is made this 20th day of February, 2001, 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 Washington Mutual Bank, FA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

300 N STATE ST UNIT 4330, CHICAGO, IL 60610

(Property Address)

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

\_\_\_\_\_ (the "Condominium Project").

(Name of 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.

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**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 Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 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 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, with any excess 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 Uniform Covenant 10.

**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

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

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

X

  
\_\_\_\_\_  
DAVID J SIMARD

X

  
\_\_\_\_\_  
JULIE A SIMARD

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## LEGAL DESCRIPTION

### PARCEL 1:

UNIT NUMBER 4330, AS DELINEATED ON SURVEYS OF LOTS 1 AND 2 OF HARPER'S RESUBDIVISION, OF PART OF BLOCK 1, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1, IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS;

WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, MADE BY MARINA CITY CORPORATION, AND RECORDED DECEMBER 15, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS, FOR COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24238692; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN THE SAID DECLARATION OF CONDOMINIUM OWNERSHIP, (EXCEPTING FROM THE SAID PROPERTY, ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUMS OWNERSHIP AND SURVEYS), IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID, RECORDED DECEMBER 15, 1977, AS DOCUMENT NUMBER 24238692, AND AS CREATED BY THE DEED, FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO GERD HUESKEN AND ELFRIDGE HUESKEN, RECORDED JANUARY 18, 1978 AS DOCUMENT 24290338 FOR ACCESS, INGRESS AND EGRESS, IN OVER UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS CREATED IN THE GRANTS AND RESERVATIONS OF EASEMENTS, RECORDED DECEMBER 15, 1977, AS DOCUMENT NUMBER 24238691, AND AS SET FORTH IN THE DEED, FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO GERD HUESKEN AND ELFRIDGE HUESKEN, RECORDED JANUARY 18, 1978 AS DOCUMENT 24290338 IN, OVER UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4, IN HARPER'S RESUBDIVISION, AFORESAID, DESIGNATED AS 'EXCLUSIVE EASEMENT AREAS', AND COMMON EASEMENT AREAS', FOR INGRESS AND EGRESS, AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS COLUMNS AND BUILDING CORES, SITUATED ON LOTS 3 AND 4, AFORESAID, FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, IN COOK COUNTY, ILLINOIS.

300 North State Street  
Chicago, Illinois 60610 Unit# 4330

Tax No. 17-09-410-014-1755

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