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Parcel 1:

Unit 1607, Parking Unit P- 28 and Storage Unit S- 148 in the Residences at Riverbend Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

Part of Lots 1, 2, 3 and 4 in Block "K" in the Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook county, Illinois.

Which survey is attached as "Exhibit B" to the declaration of condominium recorded January 4, 2002 as document number 0020017903, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2:

Easements for the benefit of Parcel 1 above described, as created by Declaration of Easements and Covenants dated June 1, 1981 and recorded June 5, 1981 as document 25895261 and as amended by Amendment to Declaration of Easements and Covenants recorded January 4, 2002 as document number 0020017902. For particulars as to location refer to Easement Premises Numbers 1, 2, 3 and 4 as described in the amendment therein.

Parcel 3:

Easements for the benefit of Parcel 1 above described as created by Deed In Trust subject to easements, covenants and restrictions dated March 27, 1989 and recorded March 28, 1989 as document 89134782 made by and between Chicago Union Station Company, an Illinois Corporation and Lasalle National Bank as Trustee under Trust Agreement dated January 1, 1989 and known as Trust Number 114065 and the Deed In Trust Subject to Easements, Covenants and Restrictions dated March 27, 1989 and recorded March 28, 1989 as document 89134783 made by Consolidated Rail Corporation, a Pennsylvania Corporation to Lasalle National Bank as Trustee under Trust Agreement dated January 1, 1989 and known as Trust Number 114065 for (a) use, maintain, repair, replace or renew adequate columns, trusses, horizontal structural members, foundations and other supports; (b) for the purpose of inspecting the projects' supporting columns, footings and foundations, elevators, piping, electrical lines and any other services as well as the underside of the air exhaust system, and to bring such materials and perform such labor as may be necessary or convenient to safely, adequately and properly maintain, repair and strengthen such structures, services and systems; and (c) construct stairways and passageways if necessary or useful to maintain said structures or services in the expected space, as defined and described therein. (the subsurface land below the air rights portion of the property).

Parcel 4:

Reciprocal Cross Easement as contained in Section 30 of the Declaration of Condominium recorded January 4, 2002 as document number 0020017903 for the use of automobile spaces and access thereto over those portions of the parking units and common elements as described therein.

Parcel 5:

Easements for the benefit of Parcel 1 as described in Section 29 of the Declaration of Condominium recorded January 4, 2002 as document number 0020017903 for ingress, egress and other uses as more fully described therein over and across the non-submitted portion as described therein.

Parcel 6:

Easement for the benefit of Parcel 1 as described in the Easement Agreement recorded May 18, 2000 as document number 00358933 for ingress and egress for the construction, installation operation, use and protection of caissons as more fully described therein.

The mortgagor also hereby grants to the mortgagee, its successors and assigns, as right and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium.

This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

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LOAN #: 621741478

## ADJUSTABLE RATE RIDER (1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **28TH** day of **FEBRUARY, 2002** 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 Adjustable Rate Note (the "Note") to **ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **333 N CANAL ST 1607  
CHICAGO, IL 60606**

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

### **A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **6.000%**. The Note provides for changes in the interest rate and the monthly payments as follows:

### **4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

#### **(A) Change Dates**

The interest rate I will pay may change on the **1ST** day of **MARCH, 2007** and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### **(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-FOURTHS** percentage point(s) ( **2.750%** ) to the Current

MULTISTATE ADJUSTABLE RATE RIDER--ARM 5-1--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3108 1/01

MULTISTATE ADJUSTABLE RATE RIDER--ARM 5-2--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3111 1/01

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Index. The Note Holder will then round the result of this addition to the nearest **ONE-EIGHTH OF ONE** percentage point(s) ( **0.125%** ). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### **(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **8.000%** or less than **4.000%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) ( **2.000%** ) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.000%**.

#### **(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### **(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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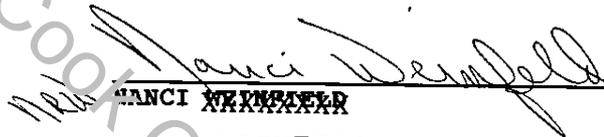
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To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates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

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

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

  
\_\_\_\_\_  
FRANCIS WEINFELD (Seal)  
WEINFELD

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## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **28TH** day of **FEBRUARY, 2002**, 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," whether there are one or more persons undersigned) to secure Borrower's Note to **ABN AMRO MORTGAGE GROUP, INC.**

(the "Lender")  
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **333 N CANAL ST 1607**  
**CHICAGO, IL 60606**

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

Initials: 

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

*ARW* *Nanci Weinfeld* (Seal)  
NANCI WEINFELD  
*Weinfeld*

Property of Cook County Clerk's Office

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LOAN #: 621741478

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **28TH** day of **FEBRUARY, 2002** 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 **ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION**

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
**333 N CANAL ST 1607, CHICAGO, IL, 60606.**

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

(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

Initials:     RW    

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

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

Initials:                     

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

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F3140RLU

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

  
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NANCI WEINFELD (Seal)  
Weinfeld

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