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1510/0124 27 001 Page 1 of 26  
2002-06-18 13:33:46  
Cook County Recorder 71.50

Return To:

CHARTER ONE BANK  
MORTGAGE DIVISION  
1804 N. NAPER BLVD., STE 200  
NAPERVILLE, ILLINOIS 60563

MAIL TO



Prepared By:

CHARTER ONE BANK  
MORTGAGE DIVISION  
1804 N. NAPER BLVD., STE 200  
NAPERVILLE, ILLINOIS 60563

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MORTGAGE

0013336250

DEFINITIONS

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

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(A) "Security Instrument" means this document, which is dated May 29, 2002 together with all Riders to this document.

(B) "Borrower" is VINCENT M CASIERI and

AMY B CASIERI Husband and Wife

First American Title  
Order # 1127822

29A?

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CHARTER ONE BANK, F.S.B.

Lender is a federally-chartered savings bank organized and existing under the laws of the United States of America

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

Form 3014 1/01

VMP -6(IL) (0010)

Page 1 of 15

Initials: VC, ABC

VMP MORTGAGE FORMS - (800)521-7291



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Initials: KL/VBC

Lender is the mortgagee under this Security Instrument.  
 (D) "Note" means the promissory note signed by Borrower and dated May 29, 2002.  
 The Note states that Borrower owes Lender  
 ONE HUNDRED FIFTY SIX THOUSAND & 00/100  
 (U.S. \$ 156,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic  
 Payments and to pay the debt in full not later than June 1, 2009  
 (E) "Property" means the property that is described below under the heading "Transfer of Rights in the  
 Property."  
 (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
 due under the Note, and all sums due under this Security Instrument, plus interest.  
 (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
 Riders are to be executed by Borrower [check box as applicable]:

- |                                     |                       |                                     |                                |
|-------------------------------------|-----------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/>            | Adjustable Rate Rider | <input checked="" type="checkbox"/> | Condominium Rider              |
| <input checked="" type="checkbox"/> | Ballloon Rider        | <input type="checkbox"/>            | Planned Unit Development Rider |
| <input type="checkbox"/>            | VA Rider              | <input type="checkbox"/>            | Biweekly Payment Rider         |
| <input type="checkbox"/>            | Second Home Rider     | <input type="checkbox"/>            | 1-4 Family Rider               |
| <input type="checkbox"/>            | Other(s) [specify]    | <input checked="" type="checkbox"/> | Other(s) [specify]             |

### INVESTMENT

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
 non-appealable judicial opinions.  
 (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
 charges that are imposed on Borrower or the Property by a condominium association, homeowners  
 association or similar organization.  
 (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,  
 draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,  
 computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an  
 account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine  
 transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.  
 (K) "Escrow Items" means those items that are described in Section 5.  
 (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by  
 any third party (other than insurance proceeds paid under the coverages described in Section 5) for:  
 (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;  
 (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or  
 condition of the Property.  
 (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
 the Loan.  
 (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.  
 (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its  
 implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time,  
 or any additional or successor legislation or regulation that governs the same subject matter. As used in this  
 Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a  
 "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"  
 under RESPA.

Lender's address is 1215 SUPERIOR AVENUE, CLEVELAND, OH 44114

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the [Type of Recording Jurisdiction]

of Cook

[Name of Recording Jurisdiction]:

**SEE ATTACHED LEGAL DESCRIPTION**

**14-28-207-004-1073**

Parcel ID Number: 14-28-207-004-1073

which currently has the address of

2800 North Lake Shore Dr

[Street]

Chicago

[City], Illinois 60657

[Zip Code]

("Property Address"):

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 seised 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, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Initials: M, MOC

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

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the applied first to any prepayment charges and then as described in the Note. Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be full. To the extent that any excess exists after the payment is applied to the full payment of one or more Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a balance of the Note.

late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the 2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments Instrument or performing the covenants and agreements secured by this Security Instrument.

future against Lender shall relieve Borrower from making payments due under the Note and this Security the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at instrumentality, or entity; or (d) Electronic Funds Transfer.

provided any such check is drawn upon an institution whose deposits are insured by a federal agency, by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, due under the Note and this Security Instrument be made in one or more of the following forms, as selected Security Instrument is returned to Lender unpaid. Lender may require that any or all subsequent payments currency. However, if any check or other instrument received by Lender as payment under the Note or this

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give 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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

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shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to make up the amount necessary to make up the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

**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 principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable





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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

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

for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of has occurred, reinstates as provided in Section 19, by causing the action or proceeding to be dismissed with a in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Proceeds.

Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless value of the Property immediately before the partial taking, destruction, or loss in value is less than the In the event of a partial taking, destruction, or loss in value of the Property in which the fair market destruction, or loss in value. Any balance shall be paid to Borrower.

or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater In the event of a partial taking, destruction, or loss in value of the Property in which the fair market any, paid to Borrower.

shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds in Section 2.

the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the assigned to and shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby Mortgage Insurance premiums that were unearned at the time of such cancellation or termination. Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any

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any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Initials: MR

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Instrument without further notice or demand on Borrower. sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security within which Borrower may pay all sums secured by this Security Instrument. If Borrower fails to pay these provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written [a] or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,

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

any action. include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and As used in this Security Instrument: (a) words of the masculine gender shall mean and include conflicting provision.

not affect other provisions of this Security Instrument or the Note which can be given effect without the

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25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois Homestead Exemption laws.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. 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.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

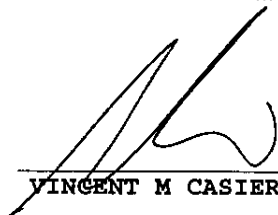
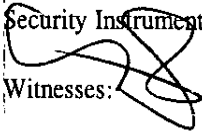
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



VINCENT M CASIERI

(Seal)  
-Borrower

Property of Cook County Clerk's Office

\_\_\_\_\_

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

*Amy B. Casieri, by Vincent M. Casieri, her attorney in fact*  
AMY B CASIERI , BY VINCENT M CASIERI, HER ATTORNEY IN FACT

(Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

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0013336250

STATE OF ILLINOIS, <sup>COOK</sup>  
I, *the undersigned*  
state do hereby certify that  
**VINCENT M CASIERI**  
and  
**AMY B CASIERI, Husband and Wife**

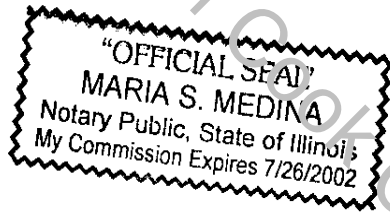
County ss:  
, a Notary Public in and for said county and

*by Vincent M Casieri as atty in fact*  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of May, 2002

My Commission Expires:

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



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Initials: VC, ABC

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## BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

0013336250

THIS BALLOON RIDER is made this 29th day of May, 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 ("Borrower") to secure Borrower's Note to

**CHARTER ONE BANK, F.S.B.**

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

2800 North Lake Shore Dr, Chicago, Illinois 60657

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand Lender may transfer the Note, Security Instrument, and this Rider. Lender or anyone who takes the Note, the Security Instrument, and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of June 1, 2003, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (a) I must still be the owner of the property subject to the

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae  
Uniform Instrument

Form 3180 1/01 (rev. 9/01)

VMP-872R (0109)

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Initials: M ABC

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Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (c) the New Note Rate cannot be more than five percentage points above the Note Rate; and (d) I must make a written request to the Note Holder as provided in Section 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to Fannie Mae's required net yield for 30-year fixed-rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than five percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title, and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon Fannie Mae's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership. Before the Maturity Date, the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount, and a date, time, and place at which I must appear

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to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower *[Signature]* VINCENT M CASIERI -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal) *AMY B Casieri, by Vincent M. Casieri, her attorney in fact*  
-Borrower AMY B CASIERI , BY VINCENT M CASIERI, HER ATTORNEY IN FACT -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

[Sign Original Only]

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## CONDOMINIUM RIDER

0013336250

THIS CONDOMINIUM RIDER is made this 29th day of May, 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

**CHARTER ONE BANK, F.S.B.**

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

**2800 North Lake Shore Dr, Chicago, IL 60657**

[Property Address]

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

**NORTH LINCOLN PARK**

[Name of Condominium Project]

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

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the

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

VMP-8R (0008)

Form 3140 1/01

Page 1 of 3

Initials: M, AC

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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 assessment, 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.


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

\_\_\_\_\_  
(Seal)  (Seal)  
-Borrower **VINCENT M CASIERI** -Borrower

\_\_\_\_\_  
(Seal) *Amy B Casieri; by Vincent M. Casieri, her attorney in fact* (Seal)  
-Borrower **AMY B CASIERI, BY VINCENT M CASIERI, HER ATTORNEY IN FACT** -Borrower

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

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**First American Title Insurance Company  
27775 Diehl Road, Suite 200, Warrenville, IL 60555**

**ALTA Commitment  
Schedule C**

**File No.:** D-27822

**Legal Description:**

Unit 707 in 2800 Lake Shore Drive Condominium, as delineated on a survey of the following described real estate:

The South 60 feet (except the West 400 feet thereof) of Lot 6 and 7 (except the West 400 feet thereof) in the Assessors' Division of Lots 1 and 2 in the Subdivision by the City of Chicago of the East Fractional 1/2 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, said premises being otherwise described as follows:

Beginning at a point in the South line of said Lot 7, 400 feet East of the West line thereof (said West line being coincident with the West line of the Northeast Fractional 1/4 of Section 29 aforesaid) thence North parallel with the West line of Lots 7 and 6 aforesaid 199.3 feet, thence East parallel in the South line of said Lot 7 to the dividing or boundary line between the lands of Lincoln Park Commissions and the Lands of Shore Owners as established by decree of the Circuit Court of Cook County, Illinois, entered October 31, 1904, in Case number 256886 entitled "Augusta Lehmann and Others against Lincoln Park Commissioner" running thence Southeasterly along said boundary line to the South line of said Lot 7 and running thence West along said South line to the place of beginning; which survey is attached to Declaration of Condominium Ownership and of easements, restrictions, covenants, and by-laws for 2800 Lake Shore Drive Condominium Association filed as document LR3096368; together with an undivided percentage interest in the common elements, in Cook County, Illinois.

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## 1-4 FAMILY RIDER (Assignment of Rents)

0013336250

THIS 1-4 FAMILY RIDER is made this 29th day of May, 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  
**CHARTER ONE BANK, F.S.B.**

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

**2800 North Lake Shore Dr, Chicago, Illinois 60657**

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Initials:                     

Form 3170 1/01

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**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

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Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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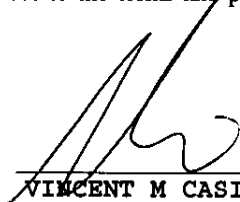
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

\_\_\_\_\_  
(Seal)  
-Borrower

  
\_\_\_\_\_  
VINCENT M CASIERI  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*Amy B Casieri, by Vincent M Casieri her attorney in fact*  
\_\_\_\_\_  
AMY B CASIERI, BY VINCENT M CASIERI, HER ATTORNEY IN FACT  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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-Borrower

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