

BOX 333-37

# UNOFFICIAL COPY



VMP MORTGAGE FORMS - 18001521-7291

Initials: *M.A. Mac*

Page 1 of 15  
VMP®-6(ILL) (0010)

Form 3014 1/01

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

Lender is a  
organized and existing under the laws of ILLINOIS

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is CHICAGO BANCORP, INC.

Property of Cook County Clerk's Office

MICHAEL O'HARA AND AMY O'HARA, Husband and wife

(B) "Borrower" is

together with all Riders to this document.

(A) "Security Instrument" means this document, which is dated JULY 23, 2002

also provided in Section 16.

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

## DEFINITIONS

LOAN NO. 20021202.1

## MORTGAGE

23

[Space Above This Line For Recording Data]

1640 NORTH WELLS, #105  
CHICAGO, ILLINOIS 60614

CHICAGO BANCORP, INC.

Prepared By:

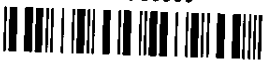
1640 NORTH WELLS, #105  
CHICAGO, ILLINOIS 60614

CHICAGO BANCORP, INC.

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Cook County Recorder 65.00

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Property of Cook County Clerk's Office

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Initials: M.G. Williams

(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.

(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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. value and/or condition of the Property. (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 or omissions as to, the Property.

(K) "Escrow Items" means those items that are described in Section 3. (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.

(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.

(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.

- Adjustable Rate Rider
- VA Rider
- Balloon Rider
- Planned Unit Development Rider
- Bimonthly Payment Rider
- Condominium Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(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]:

(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.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." Payments and to pay the debt in full not later than AUGUST 1, 2032.

(D) "Note" means the promissory note signed by Borrower and dated JULY 23, 2002. The Note states that Borrower owes Lender TWO HUNDRED TEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 210,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic

Lender's address is 1640 NORTH WELLS, #105 CHICAGO, ILLINOIS 60614  
LOAN NO. 20021202.1

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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.

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

property. 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

claims and demands, subject to any encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has

the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all

Security Instrument as the "Property."

additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this

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

("Property Address"):

CHICAGO

130 S. CANAL STREET #514

Parcel ID Number: 17-16-108-033-1092

which currently has the address of

[City], Illinois 60606

[Zip Code]

[Street]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

of COOK

COUNTY

[Name of Recording Jurisdiction]:

[Type of Recording Jurisdiction]

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

TRANSFER OF RIGHTS IN THE PROPERTY

(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.

LOAN NO. 20021202.1



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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: (a) 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

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

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 Lender the amount necessary to make up the deficiency 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 shortage in accordance with RESPA, but in no more than 12 monthly payments.

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. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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.

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.



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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

shall name Lender as mortgagee and/or as an additional loss payee. Lender shall name Lender as mortgagee and/or as an additional loss payee. 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 renewal notices. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and certificates. If Lender requires, Borrower shall have the right to hold the policies and renewal mortgages and/or as an additional loss payee. Lender shall include a standard mortgage clause, and shall name Lender as right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as All insurance policies required by Lender and renewals of such policies shall be subject to Lender's Lender to Borrower requesting payment.

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

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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on reporting service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or more of the actions set forth above in this Section 4.

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or

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9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If 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

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.

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.

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 repair 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.

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.

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.

Section 2. the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in LOAN NO. 20021202.1



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Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement, in any other form (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, may receive (directly or indirectly) amounts that As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, Insurance premiums).

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payments using any source are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may Insurance.

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

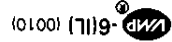
Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Lender providing for Mortgage Insurance ends in accordance with any written agreement between Borrower and maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to Insurance as a condition of making the Loan and Borrower was required to make separately designated separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall be payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be available, Borrower shall continue to pay to Lender the amount of the separately designated payments that mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, 20. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Lender agrees to the merger in writing.

lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the payment.

secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower actions authorized under this Section 9.

under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned entering the Property to make repairs, change locks, replace or board up doors and windows, drain water its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including

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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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in regard to Miscellaneous Proceeds. Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Opposing 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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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 immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower. partial taking, destruction, or loss in value provided by (b) the fair market value of the Property multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums greater than the amount of the sums secured by this Security Instrument immediately before the partial value of the Property immediately before the partial taking, destruction, or loss in value is equal to or

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market the excess, if any, paid to Lender. Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous applied in the order provided for in Section 2.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of assigned to and shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby termination.

Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the

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Initials M.G.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower when mailed by first class mail or when actually delivered to Borrowers 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.

of such overcharge. 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.

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.

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, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from all of 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.

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.

LOAN NO. 20021202.1

20848173

Initials: *MS*

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

right to reinstate shall not apply in the case of acceleration under Section 18. obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue reasonably require to assure that Lender's interest in the Property and rights under this Security interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstate without further notice or demand on Borrower.

Security Instrument without further notice or demand on Borrower. these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay 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 Applicable Law.

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

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

include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to 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 given effect without the conflicting provision.

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



20848171

Initials: M.O. [Signature]

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 spillage, leaking, discharge, release or threat of a 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.

Cleanup. Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the 21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those action provisions of this Section 20.

Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Applicable Law provides a time period which must elapse before certain action can be taken, that time other party hereto a reasonable period after the giving of such notice to take corrective action. If notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such 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 Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an assumed by the Note purchaser unless otherwise provided by the Note purchaser.

requires in connection with a 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



Initials: W.O.

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 interest 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.

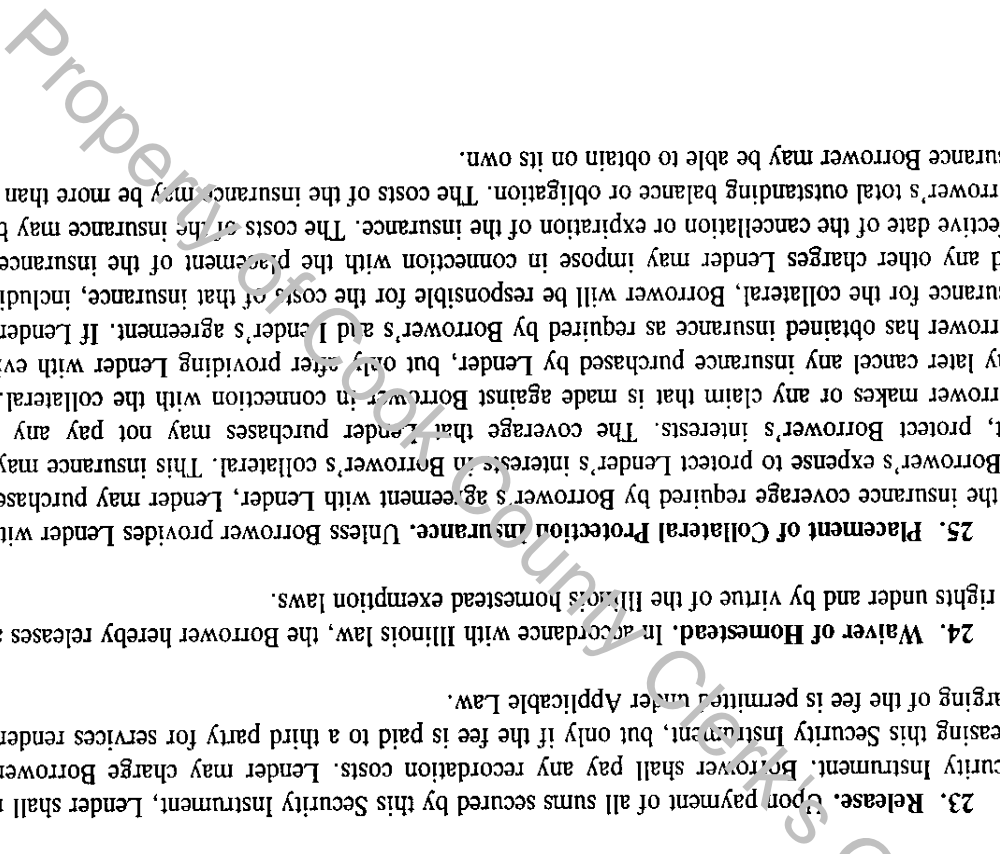
24. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

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:

LOAN NO. 20021202.1



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

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

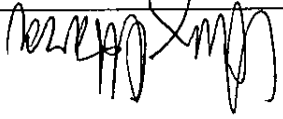
\_\_\_\_\_  
(Seal) -Borrower

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(Seal) -Borrower

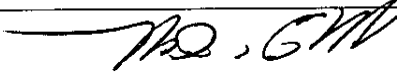
\_\_\_\_\_  
(Seal) -Borrower

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

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

AMY O'HARA  


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

MICHAEL O'HARA  


Witnesses:

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.

LOAN NO. 20021202.1

Property of Cook County Clerk's Office

UNOFFICIAL COPY

20848171

Form 3014 1/01

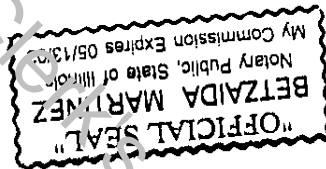
Page 15 of 15

IMP-6(1L) (0010)

*[Handwritten signature]*

Initials: *M.O.*

Property of Cook County Clerk's Office



*Betzaida Martinez*  
Notary Public

My Commission Expires: 05/13/2003

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 *23* day of *July*, 2002.  
My Commission Expires: 05/13/2003

STATE OF ILLINOIS, COOK County ss: *The undersigned*  
MICHAEL O'HARA AND AMY O'HARA  
state do hereby certify that

LOAN NO. 20021202.1

20848171



LOAN NO. 20021202.1

VMP MORTGAGE FORMS - (800)521-7291

*M.C.*

Initials: *M.C.*

Page 1 of 4

Form 3182 1/01

NMP-843R (0006)

Fannie Mae Uniform Instrument

MULTI-STATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX - Single Family -

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of AUGUST, 2007, and the adjustable interest rate will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(A) Change Dates

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial fixed interest rate of 5.625%. The Note also

Instrument, Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

[Property Address]

CHICAGO, ILLINOIS 60606  
130 S. CANAL STREET #514

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

CHICAGO BANKCORP, INC.

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23RD day of JULY, 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 Fixed/Adjustable Rate Note (the "Note") to

(One-Year Treasury Index - Rate Caps)

FIXED/ADJUSTABLE RATE RIDER

Initials: *W.L. M*

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

regarding the notice.

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any 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.

**(F) Notice 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

**(E) Effective Date of Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 7.625% or less than 3.625%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.625%.

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

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.

**TWO AND THREE QUARTERS**

(C) Calculation of Changes  
Before each Change Date, the Note Holder will calculate my new interest rate by adding

addition to the nearest one-eighth of one percentage point (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.

Beginning with the first Change Date, my adjustable 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."

**(B) The Index**

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

(D) below, this rounded amount will be my new interest rate until the next Change Date.



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20848171

LOAN NO. 20021202.1

IMP-843R (0006)

Page 3 of 4

Form 3182 1/01

Initials: Mc, Mc

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 Lender releases Borrower in writing.

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

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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


sums secured by this Security Instrument. However, this option shall not be exercised by Lender without Lender's prior written consent, Lender may require immediate payment in full of all Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower at a future date to a purchaser.

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

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20848171

LOAN NO. 20021202.1

 NMP-843R (0006)

Page 4 of 4

Form 3182 1/01

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

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

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

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

*[Handwritten Signature]*  
AMY O'HARA

*[Handwritten Signature]*  
MICHAEL O'HARA

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

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.

Property of Cook County Clerk's Office

20848171

LOAN NO. 20021202.1



VMP MORTGAGE FORMS - (800)521-7291

Initials: MLC

Form 3140 1/01

VMP-8R (0008)

Page 1 of 3

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

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,

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: proceeds and benefits of Borrower's interest. 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, (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Condominium Project") 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,

METROPOLITAN PLACE CONDOMINIUM

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

[Property Address]

131 S. CANAL STREET #514 CHICAGO, ILLINOIS 60606

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

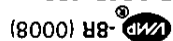
CHICAGO BANCORP, INC.

secure Borrower's Note to Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to

THIS CONDOMINIUM RIDER is made this 23RD day of JULY, 2002,

CONDOMINIUM RIDER

20848171



Initials: Ms. [Signature]

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.

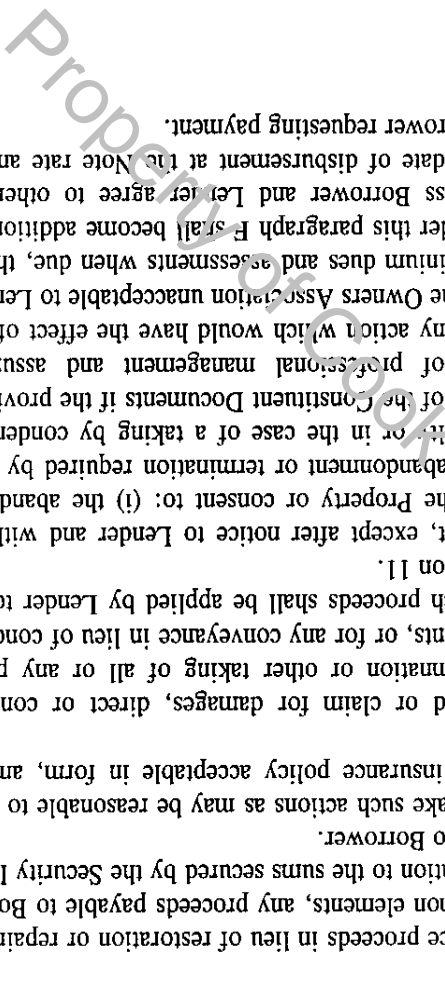
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not men 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.




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20848171

Form 3140 1/01

Page 3 of 3

LOAN NO. 20021202.1

 -BR (0008)

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

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

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

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-Borrower  
(Seal)

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-Borrower  
(Seal)

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-Borrower  
(Seal)

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

*[Signature]*  
AMY O'HARA

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

*[Signature]*  
MICHAEL O'HARA

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

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

LEGALD

20848171

Property of Cook County Clerk's Office

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 99214669 OVER, UPON AND UNDER PREMISES DESCRIBED THEREIN.

PARCEL 3 :

THE (EXCLUSIVE) RIGHT TO THE USE OF PARKING SPACE - A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 99214670.

PARCEL 2 :

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99214670, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARTS OF BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

FOLLOWING DESCRIBED REAL ESTATE :

UNIT 514 IN THE METROPOLITAN PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE

PARCEL 1 :

LEGAL DESCRIPTION:

ORDER NUMBER: 1409 008038053 SK  
STREET ADDRESS: 130 S. CANAL UNIT 514  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-16-108-033-1092

CHICAGO TITLE INSURANCE COMPANY

