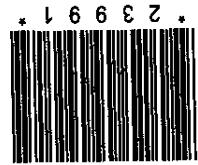


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Form 3014 1/01

CHL (07/02)(d) VMP MORTGAGE FORMS - (800)521-7291

CONVVA

Page 1 of 16

Initials: *W*

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

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.  
(A) "Security Instrument" means this document, which is dated JANUARY 24, 2005, together with all Riders to this document.

DEFINITIONS

MIN 1000157-0004585445-8

MORTGAGE

ST5069292 [Doc ID #]  
[Space Above This Line For Recording Data] 0008876958801005 [Doc ID #]

Doc#: 0503233203  
Eugene "Gene" Moore Fee: \$70.00  
Cook County Recorder of Deeds  
Date: 02/01/2005 01:50 PM Pg: 1 of 24



After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423  
Prepared By:  
MARILENE DICHOSO  
COUNTRYWIDE HOME LOANS, INC.  
954 HARLEM AVENUE  
GLENVIEW  
IL 60025

*ST5069292 (503)*

Property of Cook County Clerk's Office

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(I) "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.

(J) "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.

(K) "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.

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

(M) "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)

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

Riders are to be executed by Borrower [check box as applicable]:

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following due under the Note, and all sums due under this Security Instrument, plus interest:

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges Property:

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2035

Dollars (U.S. \$ 196,000.00 ) plus interest. Borrower has promised to pay this debt in regular

ONE HUNDRED NINETY SIX THOUSAND and 00/100

Note states that Borrower owes Lender

(E) "Note" means the promissory note signed by Borrower and dated JANUARY 24, 2005 . The

4500 Park Granada, Calabasas, CA 91302-1613

Lender's address is

organized and existing under the laws of NEW YORK

Lender is a CORPORATION

COUNTRYWIDE HOME LOANS, INC.

(D) "Lender" is

and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is Borrower is the mortgagor under this Security Instrument.

(B) "Borrower" is KELLI A DOMPRE

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Form 3014 1/01

Page 3 of 16

CHL (07/02)

W/P-6A(1L) (0010)02

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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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including:

Parcel ID Number: 02154110730000  
which currently has the address of  
143 N ROSE AVENUE, PALATINE  
[Street/City]  
Illinois 60067-4913 ("Property Address");  
[Zip Code]

UNIT 53E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PALATINE STATION CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED DECEMBER 19, 2003 AS DOCUMENT NO.0335031077, THIRD AMENDMENT RECORDED AS DOCUMENT NUMBER 0114934095 AND AS AMENDED FROM TIME TO TIME, IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the  
COUNTY of COOK  
[Name of Recording Jurisdiction]

that party has assumed Borrower's obligations under the Note and/or this Security Instrument.  
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not under RESPA.  
"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"  
Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a any additional or successor legislation or regulation that governs the same subject matter. As used in this implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its Note, plus (ii) any amounts under Section 3 of this Security Instrument.  
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Loan.  
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the condition of the Property.

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

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

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment or refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument.

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment or refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument.

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

but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Handwritten initials: *W*

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

deficiency in accordance with RESPA, but in no more than 12 monthly payments.  
Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the  
payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify  
amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly  
under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the  
for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined  
under RESPA, Lender shall account to Borrower

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower  
Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.  
on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds.  
requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings  
Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law  
account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable  
RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow  
Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under  
or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home  
The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality,  
estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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  
Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the  
pay to Lender all Funds, and in such amounts, that a lien required under this Section 3.

Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall  
under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow  
Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated  
Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item,  
Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay  
receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security  
within such time period as Lender may require. Borrower's obligation to make such payments and to provide  
been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment  
directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has  
Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay  
or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow  
pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any  
Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall  
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  
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, or  
encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (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  
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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.

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 or liability and might provide greater or lesser coverage than was previously in effect. Borrower protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any insurance If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance determination resulting from an objection by Borrower.

**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 and 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.

**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 lien. Within 10 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.

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

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

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal Note or this Security Instrument, whether or not in fee. may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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









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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations 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 not affect other provisions of this Security Instrument or the Note which can be given effect without the provision or clause of this Security Instrument or the Note conflicting with Applicable Law.

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

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Initials:     

**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 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.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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



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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.

but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

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.

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.

DOC ID #: 0008876958801005

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Form 3014 1/01

Page 15 of 16

CHL (07/02) (0010)02



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

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

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

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

KELLI A. DOMPKE

\_\_\_\_\_

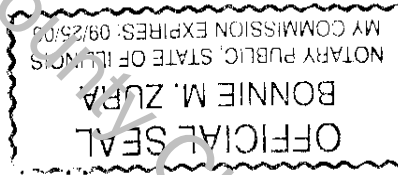
\_\_\_\_\_

Witnesses:

DOC ID #: 0008876958801005  
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.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office



*[Signature]*  
Notary Public

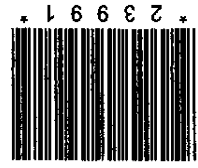
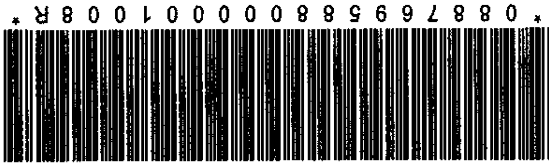
My Commission Expires:

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 24<sup>th</sup> day of June 2003.

*[Signature]*  
and state do hereby certify that  
I, the undersigned,  
STATE OF ILLINOIS,  
County ss: *[Signature]*  
a Notary Public in and for said county  
DOC ID #: 00088769588801005



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Form 3140 1/01

VMP Mortgage Solutions, Inc. (800)521-7291

VMP® -8R (0405) CHL (06/04)(d)

Page 1 of 4

Initials: *WY*

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

THIS CONDOMINIUM RIDER is made this TWENTY-FOURTH day of JANUARY, 2005, 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

STS069292 [Escrow/Closing #] 00088769588801005 [Doc ID #]

954 HARLEM AVENUE  
GLENVIEW  
IL 60025

Prepared By:  
MARILENE DICHOSO  
COUNTRYWIDE HOME LOANS, INC.

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O. BOX 10423  
Van Nuys, CA 91410-0423  
PARCEL ID #: 02154110730000

CONDOMINIUM RIDER

Property of Cook County Clerk's Office

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Initials: W

Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the following a loss to the Property, whether to the unit or to common elements, any proceeds payable to the event of a distribution of property insurance proceeds in lieu of restoration or repair provided by the master or blanket policy.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage. What Lender requires as a condition of this waiver can change during the term of the loan. that the required coverage is provided by the Owners Association policy.

Section 5 to maintain property insurance coverage on the Property; and (ii) Borrower's obligation under premium installments for property insurance on the Property; and (iii) Lender's obligation under then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, periods, and against loss by fire, hazards included within the term "extended coverage," and any other Lender and which provides insurance coverage in the amounts (including deductible levels), for the insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted assessments imposed pursuant to the Constituent Documents. Borrower shall promptly pay, when due, all dues and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and or any other document which creates the Condominium Project; (iii) by-laws; (iii) code of regulations; Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Security 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. (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, [Name of Condominium Project]

PALATINE STATION CONDOMINIUM

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

[Property Address]

143 N ROSE AVENUE, PALATINE, IL 60067-4913

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

undersigned (the "Borrower") to secure Borrower's Note to COUNTRYWIDE HOME LOANS, INC.

DOC ID #: 0008876958801005

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CHL (06/04) 8R (0405)

Page 3 of 4

Form 3140 1/01

Initials: VA

DOC ID #: 0008876958801005

**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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Form 3140 1/01

Page 4 of 4

CHL (06/04) (0405) -8R VMB

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

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

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

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

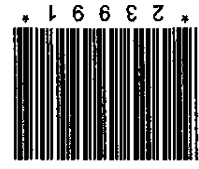
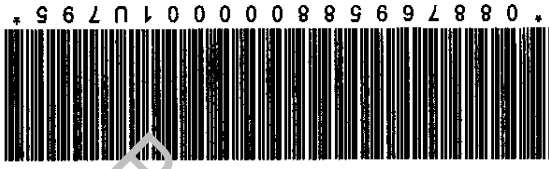
KELLI A. DOMPKE

*Kelli A. Dompke*

DOC ID #: 00088769588801005  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Property of Cook County Clerk's Office

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CONV  
• MULTISTATE FIXED/ADJUSTABLE RATE RIDER -- WSJ One-Year LIBOR--Single Family Interest  
First 1U795-XX (06/03)(d)  
Page 1 of 4  
Initials: *WJ*

FIXED/ADJUSTABLE RATE RIDER  
(LIBOR One-Year Index (As Published in *The Wall Street Journal*)--Rate Caps)  
ST5069292 0008876958801005  
[Escrow/Closing #] [Doc ID #]

[Space Above This Line For Recording Data]

Assessor's Parcel Number: 02154110730000  
After Recording Return To: COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423  
Prepared By: MARILENE DICHOSO  
Recording Requested By:

Property of Cook County Clerk's Office

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Initials: *W*

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER--WSJ One-Year LIBOR--Single Family INTEREST FIRST  
CONV

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

(0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point TWO & ONE-QUARTER percentage points ( 2.250 %) to the Current Index. Before each Change Date, the Note Holder will calculate my new interest rate by adding (C) Calculation of Changes

information. The Note Holder will give me notice of this choice.  
If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable days before each Change Date is called the "Current Index".  
("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 the average of interbank offered rates for one year U.S. dollar denominated deposits in the London market Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is

(B) The Index  
interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."  
on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable first day of FEBRUARY, 2010, and the adjustable interest rate I will pay The initial fixed interest rate I will pay will change to an adjustable interest rate on the (A) Change Dates

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

A change in the initial fixed rate to an adjustable interest rate, as follows:  
The Note provides for an initial fixed interest rate of 5.000 %. The Note also provides for

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

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 BORROWERS FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWERS ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

[Property Address]

PALATINE, IL 60067-4913  
143 N ROSE AVENUE

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

COUNTRYWIDE HOME LOANS, INC.  
understgined ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the JANUARY, 2005, and is incorporated into and shall be deemed to amend and supplement the, THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-FOURTH day of

DOC ID #: 0008876958801005

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Initials:           

INTEREST FIRST

● MULTISTATE FIXED/ADJUSTABLE RATE RIDER--WSJ One-Year LIBOR--Single Family  
CONV

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

above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security stated in Section A above, Uniform Covenant 18 of the Security Instrument, described in Section B1 2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any Section 15 within which Borrower must pay all sums secured by this Security Instrument. If shall provide a period of not less than 30 days from the date the notice is given in accordance with If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice prohibited by Applicable Law.

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

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

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

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

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

The interest rate I am required to pay at the first Change Date will not be greater than 7.000 % or less than 3.000 %. 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 11.000 %.

## (D) Limits on Interest Rate Changes

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 • MULTISTATE FIXED/ADJUSTABLE RATE RIDER--WSJ One-Year LIBOR--Single Family  
 INTEREST FIRST  
 1U795-XX (06/03)  
 Page 4 of 4

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

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

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

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

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

KELLI A. DOMBRE

DOC ID #: 00088769588801005

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

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

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

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