Doc#: 0635342001 Fee: \$80.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 12/19/2006 07:53 AM Pg: 1 of 29

<u>N</u>

Ata. Recording Return To: COU.TRYWIDE HOME LOANS, INC. MS S'-79 DOCUMENT PROCESSING P.O.BC& 1',423 Van Nuys, C. 91410-0423

Prepared By: CHARIOT KERSHAV AMERICA'S WHOLESAI & ) ENDER

6440 SOUTHPOINT PARKWAY \$300 JACKSONVILLE FL 32216

Space Above This J - For Recording Data

00015315309912006 [Doc ID #]

## MORTGAGE.

MIN 1001337-7001826191-0

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Ser 10733, 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 DECEMBER 05, 2006, together with all Riders to this document.

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

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-6A(IL) (0010).02 CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-729

Form 3014 1/01







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Form 3014 1/01

# **UNOFFICIAL COPY**

(B) "Borrower" is	ID #: 00015315309912006
NOEL P WHITS AND KATHRYN JONES	
√x.	
Borrower is the mortgagor under this Security Instrument.	•
(C) "MERS" is Morigage Electron' R. gistration Systems, Inc. MERS is	a separate corporation that is
acting solely as a nominee for Lender and Lender's successors and assigns	MERS is the mortgagee under
this Security Instrument. MERS is organized and existing under the law	
and telephone number of P.O. Box 2026, Plan, MI 48501-2026, tel. (888)	6/9-MERS.
(D) "Lender" is Countrywide Bank, N.A.	
Lender is a NATL. ASSN.	-
organized and existing under the laws of THE UNITED STATES	
Lender's address is	
1199 North Fairfax St. Ste.500, Alexandria, VA 223	
(E) "Note" means the promissory note signed by Borrower and oated Note states that Borrower owes Lender	DECEMBER 05, 2006 . The
TWO HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED ARC	00/100
	nised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than JANUARY	1, 2007 .
(F) "Property" means the property that is described below under the	neadmy armster of Rights in the
Property." (G) "Loan" means the debt evidenced by the Note, plus interest, any p	repayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus	interest.
(H) "Riders" means all Riders to this Security Instrument that are ex	ecuted by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:	U <sub>XC</sub>
X Adjustable Rate Rider X Condominium Rider	Second Home Rider
	1-4 Family Rider
☐ VA Rider ☐ Biweekly Payment Rider ☐	Other(s) [specify]
	as and local statutes memberious
(I) "Applicable Law" means all controlling applicable federal, sta ordinances and administrative rules and orders (that have the effect of	law) as well as all applicable final.
non-annealable indicial opinions.	
(I) "Community Association Dues, Fees, and Assessments" means a	Il 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 the	o a transaction originated by check
draft, or similar paper instrument, which is initiated through an electro	nic terminal, telephonic instrument,
committee, or magnetic tape so as to order, instruct, or authorize a finar	cial institution to debit or credit an
account. Such term includes, but is not limited to, point-of-sale to	ansfers, automated teller machine
transactions, transfers initiated by telephone, wire transfers, and automate	d clearinghouse transfers.
<ul><li>(L) "Escrow Items" means those items that are described in Section 3.</li><li>(M) "Miscellaneous Proceeds" means any compensation, settlement, aw</li></ul>	ard of damages, or proceeds paid by
any third party (other than insurance proceeds paid under the coverages de	scribed in Section 5) for: (i)
my man hard formy many months have been been been been been been been be	

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damage to or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conv', an' e in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage ar ar ace" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payre at" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts and a Section 3 of this Security Instrument.

(P) "RESPA" means the Kual estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation x (74 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 a 1 requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even in 'ie 'loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" mean; any narty that has taken title to the Property, whether or not that party has assumed Borrower's obligations under ne N te and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Boar we's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrow r 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

COOK

[Type of Recording Jurisdiction]

[Name of Ker Arding Jurisdiction] 750 Price

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number:

which currently has the address of

10 E ONTARIO ST UNIT 2610, CHICAGO

Illinois 60611-4770 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower 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,

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, gran, 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 INSTALMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrowe and Yender covenant and agree as follows:

1. Payment of Principal, Interest, Escard Lems, 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's all 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 Lemer as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require the 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, treasurate creek or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by rederal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location design ted 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 accordance with the notice provisions in Section 15. Lender may return any payment or partial payment or partial payments are accordance with the notice provisions in Section 15. Lender may return any payment or partial payment or partial payments are accorded. Without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accorded. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest or accorded 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 second them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance and 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 or performing the covenants and agreements secured by this Security Instrument.

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 to each Periodic Payment in the order in which it became due. Any remaining amounts 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.

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.

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Any polication of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not et any lor postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for V scr w Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessment: and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Propert; (t) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance requirer oy Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Len er in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Esgrow Items." At origination or at any time during the term of the Loan, Lader may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrow a, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all ...of ..es of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's coligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for the Brown Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnit a to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and ar reement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Sorrow a shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the way as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such recognition, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a 121 for can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and analysis of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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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 are as are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall comptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in wriant to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long to Porrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien while those 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 'cte mines 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.

5. Property Insurance. Borrower shall keep the imprevements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the lam "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 law is) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change turing the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower's right to disapprove Borrower's choice, which right shall not be exercised unreast and its connection with this Loan, either: (a) a one-time charge for 1001 zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification. Borrower shall also be responsible for the pay in the fees imposed by the Pederal Emergency Management Agency in connection with the review or any included any fees imposed by the Pederal Emergency Management Agency in connection with the review or any included coverage, and any other hazards included within the review or any included any other hazards included coverage, and for the periods that Lender requires insur

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

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

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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 of 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 intil 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. Pers for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds. Pers for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds. Pers for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid

If Borrower abandons the Property, Lender may file no gettiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 day, 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 covering of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay also at unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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8. Be rover's Loan Application. Borrower shall be in default if, turing the Loan application process, Borrower or a consent gave mate sath false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with an erial information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lenous 8 interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the coverants 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 proce ding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain privity 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) app aring in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become a dicoral debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rue from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Forrower requesting payment.

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Lora, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reas(n, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a

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condition f raking the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the late provided in the Note.

Mortgage Insurance remarkes Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

As a result of these agreements, Lender, any purchases of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may review (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further

- (a) Any such agreements will not affect the amounts that Bor.owr has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrover any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the 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 termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are bare's assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds 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 Miscellaneous 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 pay for the repairs and restoration in a single disbursement 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 Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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DOC ID #: 00015315309912006

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

In the event of a partial takin a, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in which the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil on criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impolarment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a casual and, if acceleration has occurred, reinstate 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 movered impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property and hareby assigned and shall be paid to Lender.

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

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 Lend at to Borrower or any Successor in Interest of Borrower. Lender shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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## **UNOFFICIAL COPY**

DOC ID #: 00015315309912006

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenant 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. Lend r may charge Borrower fees for services performed in connection with Borrower's default, for the purpost 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 pao aborrower shall not be con

If the Loan is subject to a law which sets r aximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or 'b' be ollected 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 oll c'ed from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to rake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It externed the reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. The control of the reduction will be reduced for under the Note). Borrower's acceptance of any such related to be direct payment to Borrower will constitute a waiver of any right of action Borrower might have an ing 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 be a Borrower 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 manage 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 I are shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unders. 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 conflicting provision.

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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DOC ID #: 00015315309912006

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

18. Tran are of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property, including, but not limited to, those beneficial interest is transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the muent 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 Legaticial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require numediate 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 hall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days had not date the notice is given in accordance with Section 15 within which Borrower must pay all sums secure 1 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.

19. Borrower's Right to Reinstate After Acceleration. If Horrower meets certain conditions, Borrower shall have the right to have enforcement of this Se urity Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursur at 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 ar a tan Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pay, 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 Londer's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lepier 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 un hanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reir man ement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) m ney reder; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn apr... an institution whose deposits are insured by a federal agency, 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.

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 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 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.

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DOC ID #: 00015315309912006

Neigher Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigate or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in companione with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reason ble period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 18 shall be deemed to satisfy 'ac' otice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disposal zarage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the crop arty. 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 property 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 at d 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, as suit or other action by any governmental or regulatory agency or private party involving the Prope ty at d any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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DOC ID #: 00015315309912006

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.

- 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 p.ot.cl. 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 he insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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# **UNOFFICIAL COPY**

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.

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	with it.
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Form 3014 1/01

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# **UNOFFICIAL COPY**

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and state de horseby certify that NOSC WHUTE, a Notary Public in and for said county Works, a Notary Public in and for said county Works, and state de horseby certify that NOSC WHUTE WORKS	<b></b>
personally known to me to be the lame 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 see, this	
My Commission Expires:	
Nota - " ut '.c	

BRIAN D. O'BRIEN
MOTARY PUBLIC
SWORDS, CO. DUBLIN, IRELAND.
Commissioned For Life

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# **UNOFFICIAL COPY**

SECOND HOME RIDER

## After Recording Return To:

COUNTRYWIDE HOME LOANS, INC. MS SV-79 DOCUMENT PROCESSING P.O.Box 10423
Van Nuys, CA 91410-0423
PARCEL ID #:

## Prepared By:

CHARIOT KERSHAW AMERICA'S WHOLESALE LENDER

6440 SOUTHPOINT PARKWAY #300 JACKSONVILLE FL 32216

00015315309912006 [Doc ID #]

MULTISTATE SECOND HOME RIDER - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT

-365R (0411)

CHL (11/04)(d)

1/04)(d) Page 1 of 3 VMP Mortgage Solutions, Inc. (800)521-7291 Initials: 1200

Form 3890 1/01





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# **UNOFFICIAL COPY**

DOC ID #: 00015315309912006

1000 M THIS SECOND HOME RIDER is made this FIFTH DECEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whather there are one or more persons undersigned) to secure Borrower's Note to Countrywide Bank, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:
10 E ONTARIO ST UNIT 2610, CLICAGO, IL 60611-4770

## [Property Address]

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

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

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

Page 2 of 3

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# **UNOFFICIAL COPY**

BY SIGNING BELOW, So ower accepts and agrees to the terms and covenants contained in this Second Home Rider.

(Seal)

NOEL P. WHITE

Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

-Borrower

-Borrower

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# **UNOFFICIAL COPY**

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DOC ID #: 00015315309912006

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made to its FIFTH day of DECEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Countrywide Bank, N.A.

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

10 E ONTARIO ST UNIT 2610, CHICAGO, IL 60611-4770

[Property Address]

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

ONTARIO PLACE

[Name of Condominium Project]

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

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

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

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

-8R (0512)

CHL (12/05)(d)

Page 1 of 3

VMP Mortgage Solutions, Inc.

Form 3140 1/01





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# **UNOFFICIAL COPY**

DOC ID #: 00015315309912006

1000/1 B. Property Insuranc (. S) long as the Owners Association maintains, with a generally accepted insurance carrier, a "master c." "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insure co coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hiszards included within the term "extended coverage," and any other hazards, including, but not limited to, (art) quakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurai e 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 Own its Al sociation policy.

What Lender requires as a condition of this walver can change during the term of the loan.

Borrower shall give Lender prompt notice of any large 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 any tation to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, pa'u 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 acrepiable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, director 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 of 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
- 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.

-8R (0512) CHL (12/05) Page 2 of 3

Form 3140 1/01

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# **UNOFFICIAL COPY**

~ COO.	
Q <sub>A</sub>	
DOC ID	#: 00015315309912006
BY SIGNING BELOW, B)rrower accepts and agrees to the to this Condominium Rider.	erms and covenants contained in
111.12 1	
NOEL P. WHITE	(Seal)
1/ = 4	
- 13 San-	(Seal)
KATHRYN JONES	- Borrower
45	(Seal)
	- Borrower
	(Seal)
	- Borrower
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-8R (0512) CHL (12/05)

Page 3 of 3

Form 3140 1/01

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# **UNOFFICIAL COPY**

# ADJUSTABLE RATE RIDER

(PayOption MTA 'swelve Month Average Index - Payment Caps)

00015315309912006 [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this RIFTH

day of

DECEMBER, 2006 , and is incorporated into an shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Se urity Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustac's Pate Note (the "Note") to Countrywide Bank, N.A.

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

10 E ONTARIO ST UNIT 2610 CHICAGO, IL 60611-4770 [Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST PATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

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

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

 PayOption MTA ARM Rider 1E310-XX (09/05)(d)

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# **UNOFFICIAL COPY**

DOC ID #: 0001531530991

#### 2. INTEREST

Opon of the open o Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar mont, that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 2.500 %. Additional days interest collected prior to the first hand a payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at 1 yearly rate of 2,500 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by thir Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

## (B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of FEBRUARY, 2007 , and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date. The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

### (C) index

Beginning with the first Interst Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively tractal United States Treasury Securities adjusted to a constant maturity of one year as published by the F-deral Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates  $\theta$  6.15". (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current 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) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by THREE & 65/100 percentage point(s) ( 3.650 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

## 3. PAYMENTS

(A) Time and Place of Payments I will make a payment every month.

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I will make my monthly payments on the FIRST day of each month beginning on February, 2007. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be around as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 01, 2037, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

or at a different place if required by the Note Holder.

P.O. Box 660694, Dallas, TX 752 6-0694

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 947.10 , unless adjusted poer Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(U) relow beginning on the first day of FEBRUARY, 2008 and continuous that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(C) colow. If the Minimum Payment is not sufficient to cover the amount of the interest due than negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

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(E) Additions to My Unprio Principal

Since my monthly payment a nount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greate than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payment. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference target my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Faymont

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent ( 115 %) or the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit does to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) Interest Only Payment: the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) Amortized Payment: the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

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00000 (iii) 15 Year Amortized Payment: the amount necessary to pay the loan off (Principal and interest) within a fifter 1 (15) year term from the first payment due date in substantially equal payments. This m inthly payment amount is calculated on the assumption that the current rate will remain in energy for the remaining term.

These Payment Options are only apulicable if they are greater than the Minimum Payment.

## B. TRANSFER OF THE PROPERTY OR A FENE FICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transier of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Serviwer. 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

If all or any part of the Property or any Interest in the Property is soid or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or 'ansferred' 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 auch 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 scarrier will not be impaired by the loan assumption and that the risk of a breach of any covenciat 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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

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DOC ID #: 00015315309912006 this Security Instrument. If Curvower 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 arcayts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNLERSIGNED.

NOEL P. WHITE

-Borrower

KATHRYN JONES

-Borrower

-Borrower

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STREET ADDRESS: 10 LONTARIO STREET CIAL COPY 2610

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-10-111-001-0000

## **LEGAL DESCRIPTION:**

#### PARCEL 1:

UNIT 2610 IN THE PRIVATE RESIDENCES AT ONTARIO PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF ASSESSOR'S DIVISION OF BLOCK 36 IN KINZIE'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0530118066 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

## PARCEL 2:

THE EXCLUSIVE LIGHT TO THE USE OF \_\_\_\_, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHFO TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0530118066.

## PARCEL 3:

NON-EXCLUSIVE EASEMIN'S FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, SUPPORT AND ENJOYMENT AS SET FORTH IN AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ONE EAST ERIE/TEN EAST ONTARIO, CHICAGO, ILLINOIS RECORDED AS DOCUMENT NUMBER 1/30118065.