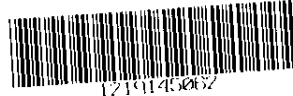


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1219145062 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/09/2012 02:53 PM Pg: 1 of 13

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-03-208-007-0000

Address:

Street: 229 E Lake Shore Drive

Street line 2: Unit 8E

City: Chicago

State: IL

ZIP Code: 60611

Lender: JPMorgan Chase Bank, N.A.

Borrower: Dominick J Mondì and Cynthia Mondì

Loan / Mortgage Amount: \$1,100,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 6AC3012C-CFC1-4361-9A6B-4EA7E19509C9

Execution date: 07/02/2012

Near North National Title
222 N. LaSalle
Chicago, IL 60601

3 3073

488

AP 120174

Property of Cook County Clerk's Office

UNOFFICIAL COPY**COOPERATIVE LOAN SECURITY AGREEMENT/
SECURITY INSTRUMENT**

THIS AGREEMENT IS A LOAN SECURITY AGREEMENT dated the 2nd day of July, 2012 in favor of JPMorgan Chase Bank, N.A. having an office at 601 Oakmont Lane, Suite 300, Westmont, IL 60559

the Lender by Dominick J Mondi and Cynthia Mondi, Husband and Wife

the Borrower, residing at 229 E Lake Shore Dr 8E

Chicago, IL 60611-1351

In this Loan Security Agreement, the words "I", "me", "my" and "mine" mean each of every person who signs this Loan Security Agreement. The words "you" and "your" mean the Lender named above, or any other person or organization to whom Lender assigns this Loan Security Agreement.

1. OWNERSHIP

I own 97 shares (the "Shares") of capital stock of Michigan Building Corporation, Inc. (the "Corporation") and am the tenant under a proprietary lease (the "Lease") for Apartment 8E (the "Apartment") in the building located at 229 E Lake Shore Dr 8E, Chicago, IL 60611-1351 (the "Building"). I represent to you that the Shares are all the shares of capital stock in the Corporation that are allocated to the Apartment. I represent that I have not been known by any other name during the last ten years except as I have already disclosed to you in the credit application or a separate writing.

2. TRANSFER OF INTEREST AS SECURITY

By signing this Loan Security Agreement I give, assign and pledge to you a security interest (the "Security Interest") in the property described in paragraph 4 below. There is no other existing security interest in that property. Similarly, neither the Lease, certificate of incorporation nor the by-laws of the Corporation prohibit me from giving the Security Interest to you.

3. DEBT WHICH IS SECURED BY THIS LOAN SECURITY AGREEMENT

This Loan Security Agreement will secure the repayment of all amounts I owe you under the note (the "Note"), dated the date of this Loan Security Agreement, in the principal amount of \$1,100,000.00, plus interest and other amounts as provided in the Note and any and all other amounts I owe you under this Loan Security Agreement. The terms and provisions of the Note form a part of this Loan Security Agreement as if they were repeated here, and must be considered included in the terms and provisions of this Loan Security Agreement.

4. SECURITY

All of the property in which a security interest is given by this Loan Security Agreement is called the "Security", and includes:

A. All my right, title and interest in and to the Shares and the Lease. This includes any replacement, substitute or additional shares allocated to the Apartment. It also includes any amendments and extensions to, or replacements of or substitutes for, the Lease; and

B. All proceeds, including (i) any proceeds from any sale, assignment or other transfer of the Shares, the Lease or the Apartment, or (ii) any proceeds attributable to the Shares, the Lease or the Apartment received because of the dissolution, liquidation or other termination of the existence of the Corporation, or (iii) any proceeds received because of a capital or other distribution made by the Corporation with respect to the Shares, the Lease or the Apartment, or (iv) any proceeds of awards or claims for damages resulting from condemnation or other governmental taking of the Building or of the Lease or Apartment, or (v) any proceeds paid to me under any insurance policy covering the Apartment, the Corporation or the Building. All of these proceeds will be paid to you. If the proceeds are paid to me, I will hold them in trust for you and promptly after receipt deliver them to you. The proceeds will be used to reduce the amount I owe you under the Note and this Loan Security Agreement. If the proceeds are not sufficient to pay off what I owe you in full, then I must still pay you the difference. If any of the proceeds remain after the amount I owe you has been paid in full, the remaining proceeds will be paid to me.

5. PROMISE TO PAY

I promise to pay all the amounts as provided in the Note to you or anyone you name.

6. DELIVERY OF SHARES AND LEASE; END OF SECURITY INTEREST

I represent that I have delivered to you on or prior to the date of this Loan Security Agreement all of the certificate(s) for the Shares and the duplicate original of the Lease, together with an executed stock power, an assignment of Lease and a recognition agreement, all acceptable to you. I shall, without notice or demand, immediately deliver to you any replacement, substitute or additional certificate(s) for the Shares that may be allocated to the Apartment, and any amendments or extensions to, or replacements of or substitute for, the Lease.

After the term of the Note and this Loan Security Agreement have ended and I have repaid all amounts owing under those agreements, the Security Interest will terminate and you will return to me any certificate(s) for the Shares and the duplicate

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original Lease (including any such replacement, substitute or additional certificate(s) for the Shares and any amendments or extensions to, or replacement of or substitute for, the Lease) then in your possession. You will thereafter have no further obligation or responsibility to me.

7. REPAIRS AND ALTERATIONS; INSURANCE

I will keep the Apartment in good repair, and I will not make major alterations to it without obtaining your prior written consent. If any of the fixtures are destroyed or removed, I will replace them immediately with others of the same or better quality and condition. I will use my best efforts to cause the Corporation to maintain a hazard insurance policy on the Building which meets at least your minimum standards. If the building fails to maintain a hazard insurance policy at your minimum standards, I understand that you may accelerate the payment of the Loan.

8. RIGHT TO INSPECT PROPERTY

You have the right to enter and inspect the Apartment at any reasonable time upon reasonable notice.

9. PAYMENT OF FEES AND ASSESSMENTS AND COMPLIANCE WITH OTHER DUTIES UNDER LEASE

I will pay all maintenance fees and any special assessments or any other charges imposed by the Corporation or any governmental authority with respect to the Security when they are due. Even if the Corporation or any governmental authority gives me the choice to pay maintenance fee, special assessment or other charge in installments rather than all at the same time, you can require me to pay the whole amount of the maintenance fee, special assessment or charge at the time the first installment is due. I will show you any receipts for payment of any maintenance fees, special assessments or the charges within ten (10) days after you ask to see them. I also agree to perform all my other obligations under the Lease, to take any actions necessary to prevent any default under the Lease and to comply with the bylaws and rules and regulations of the Corporation. If I do not pay any of these fees, assessments or charges when they are due, do not perform my obligations under the Lease, do not take any actions necessary to prevent defaults under the Lease, or do not comply with the bylaws and regulations of the Corporation, you may, but are not required to do so for me. If you do so, I will repay you the amount of those payments or the cost of those acts (including, but not limited to reasonable attorneys' fees and costs) when you ask for repayment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

I agree I will not use the Apartment for any unlawful purpose. If I receive a notice from any governmental authority or the Corporation that the Apartment or my use or maintenance of it violates any regulation, order or law, then I agree that I must correct the violation and comply with the regulation, order or law as required but in no event later than sixty (60) days after the date of such notice.

11. HAZARDOUS SUBSTANCES

I agree I will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in the Apartment. I shall not do, or allow anyone else to do, anything affecting the Apartment that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage in the Apartment of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Apartment.

I represent that I have no actual knowledge of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving or affecting the Apartment and any Hazardous Substances or any Environmental Law and I agree to give Lender prompt written notice of any such information coming to my attention.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Apartment is located that relate to health, safety or environmental protection.

12. CONSENT TO SALE OR LATER SECURITY INTEREST IN THE SECURITY

A. I will not sell, transfer or permit the transfer of my ownership of the Security, or give or permit anyone else another security interest in it without Lender's consent. If you become aware that I have taken any of these actions, you may, in accordance with this Loan Security Agreement, require me to pay you immediately upon demand the full amount then due under the Note and this Loan Security Agreement.

If you exercise this right, you will give me notice of acceleration. The notice will provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay the full amount then due under the Note and this Loan Security Agreement and all other sums secured by this Loan Security Agreement. If I fail to pay these sums before the end of this period, you may exercise any remedies permitted by this Loan Security Agreement and/or under law without giving me any further notice or demand.

B. I will not cause or permit any sublet of the Apartment without obtaining the following prior written approvals:

- i) I will obtain the valid approval from the Corporation; and
- ii) I will obtain approval from you. Consent will not be unreasonably withheld.

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(It is understood, however, that you may, in your discretion and for any reason or for no reason, withhold consent to any subletting of greater than 24 months.)

Also, I will not cause or permit any sublet of the Apartment if the same will result in a default under the Lease or the bylaws of the Corporation (or under any other document or instrument related to the Lease or the bylaws). I will not modify, extend or terminate any sublease and I will comply with all conditions in connection with such sublease which are imposed by you or the Corporation. My obligations under the Note and this Loan Security Agreement will not be affected by any subletting. All subleases of the Apartment will provide that the same may be cancelled by any new tenant under the Lease.

C. At your request, I will assign to you all leases of the Apartment and all security deposits made in connection with leases of the Apartment. Upon the assignment, you will have the right to modify, extend or terminate the existing leases and to execute new leases. As used in this paragraph C, the word "lease" will mean "sublease" if this Loan Security Agreement is on a leasehold.

D. I unconditionally assign and transfer to you all the rents and revenues of the Apartment. I authorize you or your agents to collect the rents and revenues and hereby direct each tenant, permitted subtenant and permitted occupant of the Apartment to pay the rents to you or your agents. However, prior to your notice to me of my breach of any covenant or agreement in the Note or in this Loan Security Agreement, I will collect and receive all rents and revenues of the Apartment as trustee for the benefit of you and me. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If you give notice of breach to me:

- i) all rents received by me will be held by me as trustee for your benefit only, to be applied to the full amount then due under the Note and this Loan Security Agreement and all other sums secured by this Loan Security Agreement;
- ii) you will be entitled to collect and receive all of the rents of the Apartment; and
- iii) each tenant, permitted subtenant and permitted occupant of the Apartment will pay all rents due and unpaid to you or your agent on your written demand.

I have not executed any prior assignment of the rents and have not and will not perform any act that would prevent you from exercising your rights under this paragraph D.

You will not be required to enter upon, take control of or maintain the Apartment before or after giving notice of breach to me. However, you or a judicially appointed receiver may do so at any time there is a breach. Any application of rents will not cure or waive any default or invalidate any other right or remedy of yours. This assignment of rents of the Apartment will terminate when the debt secured by this Loan Security Agreement is paid in full. I will not assign the rents and revenues of the Apartment to anyone else and I will not collect such rents for more than one (1) month in advance.

13. CHANGES IN THE LAW

If any new law is passed which requires you to pay a tax or special charge because you are the owner and holder of the Note and this Loan Security Agreement, then you may request that I pay you all of the debt that I owe you or, at your option, I will pay the tax or special charge. I will pay you and all of the amounts that I owe under the Note and this Loan Security Agreement, or the tax or special charge, within thirty (30) days after you notify me about the passage of such a law.

14. OWNERSHIP AND RIGHTS IN THE SECURITY

I represent to you that I am the sole owner of the Security and have the full right to give this Security Interest to you. I represent that no person or company has any interest in, lien or encumbrance on, or claim against, the Security, or any right to sell all or any part of the Security if I fail to pay any debt I owe to them, except the Corporation. I agree to defend my ownership of the Security and your rights under this Loan Security Agreement against any claims made against them by anyone. I shall keep the Security free and clear from any other liens, claims or encumbrances.

I also promise to you that the Security pertains to an owner occupied residence.

15. DEFAULT

I will be in default of this Loan Security Agreement if (a) I fail to pay you the money I owe you under the Note and this Loan Security Agreement on or before the date payment is due, or (b) if I fail to keep any of the other promises I have made to you in the Note or in this Loan Security Agreement or if I have made any statement or representation in this Loan Security Agreement or the Note or my loan application that is not correct, or (c) if any payment under the Lease is not made when due or any other default occurs under the Lease, or I attempt to or cancel, surrender or assign the Lease prior to maturity of the Note, or the Lease is cancelled or not renewed upon expiration of its term by the Corporation or, if renewed, such renewal is on terms which adversely affect your rights under this Loan Security Agreement, or (d) if I fall into default under the Note or if I fail to pay or bond any judgment or tax deficiency against me, or (e) the Building is sold or is destroyed or materially damaged, or (f) the Corporation fails to maintain adequate insurance, or to make mortgage payments or pay real estate taxes with respect to the Building, or (g) a bankruptcy, foreclosure or insolvency action or proceeding is brought by or against the Corporation, or the dissolution of the Corporation is authorized by its shareholders or directors, or (h) a bankruptcy, foreclosure or insolvency action or proceeding is brought by or against me, or I die, or (i) a writ or order of attachment or garnishment shall be made or issued against any of my property, or (j) a receiver is appointed for a portion of my property, or (k) any other party without your consent establishes a security interest in the Security, or (l) any event of default under any other Loan Security Agreement or Promissory Note between you and me dated as of the date hereof shall occur.

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If I have defaulted under this Loan Security Agreement, you can decide that the entire amount I owe you under the Note and this Loan Security Agreement is immediately due and payable. This is called your right to accelerate payment. You do not have to notify me or demand payment from me if you decide to accelerate payment, unless the Note provides otherwise.

If a default occurs, you do not have to accelerate payment. If you do not accelerate payment at any time when one default occurs, you do not give up your right to accelerate payment if the same default or any other default occurs again.

I promise to pay interest to you on any amounts you pay to perform my obligations under this Loan Security Agreement such as maintenance fees, assessments or other charges under the Lease. This interest will be due at the rate provided for in the Note from the day that you incur the expense or make the payment to the date on which I reimburse you. The repayment of any of these amounts plus interest are secured by this Loan Security Agreement.

16. OBLIGATIONS WHEN PAYMENT IS ACCELERATED

If you accelerate payment, I must immediately pay you the entire amount I owe you under the Note and this Loan Security Agreement, plus any accrued interest on this amount and any other charges I owe you.

17. YOUR RIGHTS ON DEFAULT

A. If you accelerate payment and I do not pay you the entire amount of the debt I owe you, you will have the right to sell the Security at public or private sale, with or without advertisement of the time, place or terms of sale, except that if it is a private sale, it shall occur not less than five (5) days after written notice to me. You shall determine the terms of any such sale in your sole discretion. A sale conducted according to the usual practice of financial institutions selling similar security will be considered reasonably conducted. You may sell the Security for immediate cash payment or on credit. If the sale is on credit, you shall retain the Security until the sale price is paid in full. You will not be liable if the buyer fails to pay, and you may then re-sell the Security. You have the right to use the money you received from any sale to pay collection and sale expenses (including but not limited to brokers' commissions and transfer taxes and fees) and your reasonable attorneys' fees (as provided in paragraph 18) as well as any payment due under the Lease and to repay what I owe on any superior liens and my debt to you. If the money you receive from the sale is not enough to pay off all expenses, amounts I owe the Corporation, the debt I owe on superior liens and my debt to you, I must still pay you the difference and you can get a personal judgment against me for this amount. If the sale brings in more money than is needed to pay your expenses, amounts I owe the Corporation, my debt on superior liens and my debt to you, the money left over will be paid to me.

B. You may elect to continue to hold the Shares and the Lease if you determine that a better price can be obtained at a later date, and absent gross negligence, you will not be liable to me for any loss in value in the Security. If you have the right to sell the Security, and have not begun to do so within ninety (90) days, I may demand that you proceed to sell the Security or I may make the sale myself, at my own expense. However, you will not be required to sell the Security if the net proceeds would not be enough to repay in full my debt under the Note or this Loan Security Agreement. Similarly, you may not prevent me from making the sale if the net proceeds would be enough to repay my debt in full.

C. If you elect to retain the Security, you shall give me notice of your election. If I object to your election within thirty (30) days after your notice, you shall offer the Security for sale and must sell if the net proceeds would be large enough to pay all that I owe you under the Note and this Loan Security Agreement.

D. You shall have the right, in connection with a sale, to complete a stock power and assignment of lease in order to transfer the Shares and the Lease. I hereby give you the right, in connection with such sale, to request that the Corporation terminate the Lease and take all lawful steps necessary to obtain possession of the Apartment for and on your behalf. I will promptly vacate my Apartment upon the sale of the Security or upon your earlier request. You may start legal proceedings to get possession of the Apartment if I refuse to so vacate. The cost of these proceedings shall be borne by me and may be added to the amount I owe you under the Note and will be secured by this Loan Security Agreement.

E. You or anyone designated by you may purchase the Security as stated above, free of my right to redeem the Security, which right of redemption I now waive.

F. You may seek the appointment of a receiver, without notice to me and without regard to the adequacy of the Security.

18. ENFORCEMENT

You can ask an attorney either to sell the Security as provided in paragraph 17, to collect the money I owe you under the Note and this Loan Security Agreement, or to enforce any of the promises I have not kept. If you hire an attorney to do any of these for you, you can add all reasonable legal fees, costs, allowances and disbursements to the amount I owe you under this Loan Security Agreement, together with interest on such amount at the rate provided in the Note.

19. RECEIVER OF RENTS

If you commence a law suit to foreclose the Security Interest, you can ask the court to appoint someone to look after the Security and to collect rents from any tenants, subtenants or occupants in the Apartment. This person is called a "Receiver". This action can be taken without prior notice to me and without consideration of the value of the Security. If I occupy all or any part of the Apartment, then the Receiver can collect a reasonable charge from me for my use and occupancy of it.

20. ASSIGNMENT OF RENTS

I give you the right to collect all rents due from any tenants, subtenants or occupants of the Apartment. You agree that before you exercise your rights, I can collect the rents. You can collect the rents five (5) days after you have given me written notice

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that I have not kept the promises I have made in the Note or this Loan Security Agreement. I will not assign the rents to any other person and I will not collect more than one (1) month's rent in advance without your prior written consent.

21. USE OF THE MONEY LOANED TO ME

I agree to comply with the trust fund provision of Section 13 of the New York Lien Law by using any money I receive from you for the purpose of paying the cost of any improvements made to the Apartment or otherwise with respect to the Security before I use any of the money for any other purpose.

22. FILING AND RECORDING FEES AND TAXES

You may file or record this Loan Security Agreement, financing statements, renewal or continuation financing statements and any other document which you decide may be advisable in order to protect your Security Interest. I agree to sign any such financing statement, renewal or continuation financing statement or other document. I will sign these financing statements, renewal or continuation financing statements and other documents on request or, at your option, you are authorized to sign them in my name as attorney in fact. I will also, on your request, sign any affidavits or other documents which may be necessary to maintain the priority of the lien of this Loan Security Agreement, or to release or enforce the lien including but not limited to any amendments, corrections, deletions or additions to the Note or this Loan Security Agreement.

I agree to pay all filing, recording or other fees or taxes that may be incurred, including filing fees for financing statements and mortgage recording taxes, if any, which may be due with respect to this Loan Security Agreement and any advances and re-advances under this Loan Security Agreement and the Note (except for any mortgage recording taxes which New York law requires you to pay). If I do not pay any such filing, recording or other fees or taxes when they are due (i) you may do so for me and I will repay you when you ask for repayment or (ii) at your discretion, I will be held in default under this Security Agreement.

23. DEFENSE OF YOUR RIGHTS

If you have to defend your rights under the Note or this Loan Security Agreement, then any money you have to pay (including reasonable attorneys' fees and charges as provided in paragraph 18) shall be added to the amount I owe you under the Note. I will pay this money promptly, at your request, together with interest on such amount at the rate provided in the Note. In certain cases, you may be required by New York law to pay my reasonable attorneys' fees.

24. NOTICES

You may give any written notices about the Note or this Loan Security Agreement to me by personal delivery to the Apartment or by certified or ordinary mail sent to the address of the Apartment. I may give written notice by personal delivery or certified or ordinary mail to you at 50 Broadway, 10th Floor, Suite #100812, New York, N.Y. 10004, or a different address if I am given written notice of that address.

25. STATEMENTS ABOUT THE SECURED DEBT AND ADDITIONAL DUTIES

If you ask me, I will confirm in a signed statement of the amount I owe you under the Note and this Loan Security Agreement and whether or not I have any rights or claims to reduce or not to pay this amount. I must give you this statement within five (5) days if you ask me for the statement in person or within ten (10) days if you ask me for the statement by mail.

26. NON-LIABILITY OF CORPORATION

The Corporation, its directors, officers, agents or attorneys will not be liable to me if the Corporation transfers the Shares and Lease as required by this Loan Security Agreement, or brings any proceeding to dispossess or evict me from the Apartment because of a default under this Loan Security Agreement. The Corporation may refuse to effect a transfer of the Shares and Lease made without your prior written consent.

27. CHANGES IN THIS LOAN SECURITY AGREEMENT

This Loan Security Agreement may be changed only in writing by you and me.

28. OTHER RIGHTS

A. If I do not perform any obligation of mine in this Loan Security Agreement, or if I otherwise breach an obligation of mine, you may, but are not required to, perform the obligation or remedy the breach. If you do so, I will repay you the amount it costs you to perform the obligation or remedy the breach (including, but not limited to, any reasonable attorneys' fees and costs) when you ask for repayment. I will pay you interest on this amount at the rate provided for in the Note from the date you pay the amount to the date on which I reimburse you. The repayment of any such amount, including interest, is secured by this Loan Security Agreement.

B. In addition to the other agreements and rights which are in this Loan Security Agreement, you will have all of the rights provided under law, even if those rights are different from the rights which are in this Loan Security Agreement.

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29. ENFORCEMENT OF YOUR RIGHTS

If you do not exercise or enforce any of the rights you may have under this Loan Security Agreement, the Note or under the law at any time, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Loan Security Agreement are separate. You can exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at the same time.

30. MY RIGHTS BEFORE DEFAULT

Until there is a default under this Loan Security Agreement or the Note and you have demanded payment in full, I will have all rights, responsibilities and privileges of a shareholder and lessee. Except as otherwise provided in this Loan Security Agreement, my responsibilities under the Lease shall continue after any such default by me.

31. GOVERNING LAW

This Loan Security Agreement shall be governed by federal law and the laws of the State of New York. If any provision of this Loan Security Agreement is found invalid, the remainder of this Loan Security Agreement will still be binding and effective.

32. PERSONS OBLIGATED UNDER THIS SECURITY AGREEMENT

Until I have satisfied all my obligations under the Note and this Loan Security Agreement, the agreements and promises contained in this Loan Security Agreement will be binding upon me, my heirs and all people acting for me, and also on all future owners and tenants of the Apartment. This paragraph shall not be read as giving me the right to sublet the Apartment, assign the Lease or transfer the Shares. This Loan Security Agreement is for your benefit and for the benefit of anyone to whom you transfer, sell or assign the Note and this Loan Security Agreement and your rights in the Security.

If there is more than one person signing this Loan Security Agreement, each shall be separately and jointly responsible for keeping the promises and agreements made in this Loan Security Agreement.

Borrower

Dominick J. Mondì 7-2-12
 Dominick J Mondì Date
 By: Julie L. Galassini, as Attorney in Fact Seal
 for Dominick J. Mondì

By Julie L. Galassini, as attorney in fact

Cynthia Mondì 7-2-12
 Cynthia Mondì Date
 By: Julie L. Galassini, as Attorney in Fact Seal
 for Cynthia Mondì

By Julie L. Galassini, as attorney in fact

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Acknowledgment

State of Illinois

County of Cook

This instrument was acknowledged before me on 07/02/12 by

~~Julie L Galassini~~ Demurick J Mondri by Julie L Galassini

Cynthia Mondri by Julie Galassini,
~~her~~ attorney in fact

* married to Cynthia Mondri
** married to Demurick Mondri

Kathleen S. Salemi
Notary Public

My commission expires: 07-19-15

(Seal)



Property of Cook County Clerk's Office

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Legal Description

Leasehold Estate, as defined in Paragraph 1.c of the Leasehold Endorsement attached hereto, created by the instrument herein referred to as the Assignment of Lease dated _____ and recorded _____ as document _____ made by and between W. Sanford Kasten and Jennifer M. Kasten, as Lessor, and Dominic Mondj, as Lessee, which Lease demises the following described Land for a term of years:

APARTMENT 8E OF 229 EAST LAKE SHORE DRIVE, WHICH IS LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 16 FEET OF LOT 9, ALL OF LOTS 10 AND 11 IN HOLBROOK AND SHEPARD'S SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE IN FITZ-SIMON'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 OF CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-03-208-007-0000

Property Address: 229 E Lake Shore Drive, Unit 8E, Chicago, IL 60611

Property of Cook County Clerk's Office

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Second Home Rider

THIS SECOND HOME RIDER is made this 2nd day of July, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to JPMorgan Chase Bank, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

229 E Lake Shore Dr 8E, Chicago, IL 60611-1351

[Property Address]

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

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

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

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

Borrower

Dominick J. Mondì 7-2-12
 Dominick J Mondì ^{Date}
 By: Julie L Galassini, as Attorney in Fact ^{Seal} *Julie L Galassini*
 for Dominick J Mondì *his atty in fact*

Cynthia Mondì 7-2-12
 Cynthia Mondì ^{Date}
 By: Julie L Galassini, as Attorney in Fact ^{Seal} *Julie L Galassini*
 for Cynthia Mondì *her atty in fact*

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Fixed/Adjustable Rate Rider

(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 2nd day of July, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to JPMorgan Chase Bank, N.A. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

229 E Lake Shore Dr 8E, Chicago, IL 60611-1351

[Property Address]

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

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

A. Adjustable Rate and Monthly Payment Changes. The Note provides for an initial fixed interest rate of 3.500%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. Adjustable Interest Rate and Monthly Payment Changes.

(A) Change Dates. The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of August, 2022, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index. Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes. Before each Change Date, the Note Holder will calculate my new interest rate by adding two and one-quarter percentage points (2.250%) 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%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date

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at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes. The interest rate I am required to pay at the first Change Date will not be greater than 8.500% or less than 2.250%. 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 8.500%.

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

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

B. Transfer of the Property or a Beneficial Interest in Borrower.

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:

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.

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

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.

[Handwritten signatures]

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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.

Borrower

Dominick J. Mondri 7-2-12
Dominick J Mondri Date

By: Julie L Galassini, as Attorney in Fact Seal
for Dominick J Mondri

By Julie L Galassini
his atty in fact

Cynthia Mondri 7-2-12
Cynthia Mondri Date

By: Julie L Galassini, as Attorney in Fact Seal
for Cynthia Mondri

Initials: DJM CM 08/11
Page 3 of 3
By Julie L Galassini