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## Illinois Anti-Predatory Lending Database Program

### Certificate of Compliance



1412816078

Doc#: 1412816078 Fee: \$76.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/08/2014 04:25 PM Pg: 1 of 20

01146-22846 1/2  
AA

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 14-20-407-047-1001

**Address:**

**Street:** 3535 N RETA AVE

**Street line 2:** 1

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60657

**Lender:** Draper and Kramer Mortgage Corp. DBA 1st Advantage Mortgage

**Borrower:** Ryan T. Sulkin and Amy L. Sulkin

**Loan / Mortgage Amount:** \$413,000.00

Pursuant to 765 ILCS 7770 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

STEWART TITLE  
800 E. DIEHL ROAD  
SUITE 180  
NAPERVILLE, IL 60563

**Certificate number:** 6D791499-0E59-4C4B-B0A8-EC6EAE112578

**Execution date:** 04/16/2014

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After Recording Return To:

**DRAPER AND KRAMER MORTGAGE  
CORP. DBA 1ST ADVANTAGE  
MORTGAGE****701 EAST 22ND STREET, SUITE  
125****LOMBARD, IL 60148****(877) 353-8472****ATTN: ATTENTION FINAL  
DOCUMENTS**

This Instrument Prepared By:

**REBECCA RICHARDSON****DRAPER AND KRAMER MORTGAGE  
CORP. DBA 1ST ADVANTAGE  
MORTGAGE****701 EAST 22ND STREET, SUITE  
125****LOMBARD, IL 60148****(877) 353-8472**

[Space Above This Line For Recording Data]

01146-228216 1/2 A2

**MORTGAGE****SULKIN**

Loan #: 1714031702

PIN: 14-20-407-047-1001

MIN: 100188514040738082

MERS Phone: 1-888-679-6377

**DEFINITIONS**

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

- (A) "**Security Instrument**" means this document, which is dated **APRIL 16, 2014**, together with all Riders to this document.
- (B) "**Borrower**" is **RYAN T. SULKIN AND AMY L. SULKIN, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY**. Borrower is the mortgagor under this Security Instrument.
- (C) "**MERS**" is Mortgage Electronic Registration 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 laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "**Lender**" is **DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE**. Lender is a **CORPORATION** organized and existing under the laws of **DELAWARE**. Lender's address is **701 EAST 22ND STREET, SUITE 125, LOMBARD, IL 60148**.
- (E) "**Note**" means the promissory note signed by Borrower and dated **APRIL 16, 2014**. The Note states that Borrower owes Lender **FOUR HUNDRED THIRTEEN THOUSAND AND 00/100 Dollars (U.S. \$413,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2044**.
- (F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



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**(H) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

**(I) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(J) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(K) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of COOK:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

which currently has the address of 3535 N. RETA AVENUE, UNIT #1, CHICAGO, IL 60657 ("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, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower

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warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

**3. Funds for Escrow 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 assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices 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 obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within

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

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to 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.

**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, including payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at

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Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage, and the coverage purchased by Lender may differ from the coverage required by the terms of the Policy. Lender may purchase coverage in excess of the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was required by the terms of the Policy. Lender's purchase of coverage shall not be deemed to constitute an assumption of responsibility for the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become a debt of Borrower to Lender and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Any mortgagee or other lender who has a lien on the Property shall be notified of Lender's intent to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional insured. Lender shall have the right to require, and shall have the right to require, the mortgagee or other lender to provide receipts, notices, and notices to give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Lender may require prompt notice to the insurance carrier and Lender or Lender may make notice of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the under the insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender may have the right to have such insurance proceeds used to pay for an inspection to inspect such payments to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse insurance proceeds for the repair 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, interest shall not be required to pay such interest or payments on such proceeds, and the entire amount of other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Lender or Lender not responsible within 30 days of a claim, Lender may file and settle the claim. The 30-day period will begin when the notice is given. In either event, Lender shall have the right to receive, and shall have the right to receive, the amount of any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any amount of insurance proceeds other than the amount of any insurance proceeds paid by the mortgagee under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the proceeds of any insurance claim to pay for the cost of any repairs or improvements on the Property or the cost of this Security Instrument, whether or not then due.

7. **POSSESSION.** Borrower shall occupy, maintain and use the Property as Lender's principal residence, beginning 30 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence until a date when, by agreement of the parties, the Property shall be conveyed to Lender, or until a date when the Property shall be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

8. **MAINTENANCE, REPAIRS AND PROTECTION OF THE PROPERTY.** Lender shall have the right to require Borrower to maintain the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Lender shall have the right to require Borrower to maintain the Property in good condition and to pay for the cost of any repairs or improvements on the Property due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Lender shall have the right to require Borrower to pay for the cost of any repairs or improvements on the Property. If insurance proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property in a single payment or in a series of progress payments as the work is completed. If the insurance or other proceeds are not sufficient to pay for the cost of any repairs or improvements on the Property, Lender shall have the right to require Borrower to pay for the cost of any repairs or improvements on the Property, in a single payment or in a series of progress payments as the work is completed.

9. **INSPECTION.** 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 inspection in writing, and shall not be deemed to constitute an assumption of responsibility for the cost of insurance that Borrower could have obtained.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or

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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, misrepresentations concerning borrower's occupancy of the property as borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under This Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might substantially affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws of eminent domain), 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 procuring and/or securing the status of the Property and securing and/or restoring 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) proceeding in court and enforcing remedies otherwise available 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, ordering the Property to make repairs, obtain code permits or permits to occupy and make any repairs therefrom which 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.

**10. Amounts Secured.** The Loan under this Security Instrument shall become a financial debt of Borrower evidenced by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with each interest payment, from the date of disbursement to the maturity date.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, this Security Instrument shall not be affected by the change of ownership.

**10. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the Loan, Borrower shall maintain such coverage until the maturity of the Loan. If the mortgage insurance previously provided by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was not required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost not to exceed the cost of the Mortgage Insurance previously in effect, Borrower shall continue to maintain such coverage until the maturity of the Loan. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to maintain such coverage until the maturity of the Loan. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be used to pay any loss payable by the mortgage insurer. Lender can no longer require loss reserve payments if the mortgage insurance again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to maintain the Mortgage Insurance. Borrower shall pay the premiums required to maintain the Mortgage Insurance in accordance with any written agreement between Borrower and Lender providing for such termination or modification of the Mortgage Insurance as provided in the Note.

If Borrower does not repay the Loan as agreed, Borrower is not a party to the mortgage insurance.

Borrower shall not enter into any agreements with other parties that share or modify their risk or reduce losses. These agreements are on terms and conditions that require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include the loss reserve).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity or any other party shall not be liable for the loss of the mortgage insurance, in exchange for sharing or modifying the mortgage insurer's risk.

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share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) ANY SUCH AGREEMENTS WILL NOT AFFECT THE RIGHTS BORROWER HAS - IF ANY - WITH RESPECT TO THE MORTGAGE INSURANCE UNDER THE MORTGAGOR'S PROMISSORY SET OF INSTRUMENTS OR ANY OTHER LAW. SUCH AGREEMENTS WILL NOT INCREASE THE AMOUNT BORROWER WILL OWE FOR MORTGAGE INSURANCE AND WILL NOT BENEFIT BORROWER IN ANY MANNER.

(b) ANY SUCH AGREEMENTS WILL NOT AFFECT THE RIGHTS BORROWER HAS - IF ANY - WITH RESPECT TO THE MORTGAGE INSURANCE UNDER THE MORTGAGOR'S PROMISSORY SET OF INSTRUMENTS OR ANY OTHER LAW. SUCH AGREEMENTS WILL NOT INCREASE THE AMOUNT BORROWER WILL OWE FOR MORTGAGE INSURANCE AND WILL NOT BENEFIT BORROWER IN ANY MANNER. BORROWER SHALL BE ENTITLED TO REQUEST AND OBTAIN CANCELLATION OF THE MORTGAGE INSURANCE, TO HAVE THE MORTGAGE INSURANCE TERMINATED AUTOMATICALLY, PRIOR TO RECEIVING PAYMENT BY THE MORTGAGEE, PROVIDED THAT SUCH CANCELLATION OR TERMINATION IS EFFECTIVE AT THE TIME OF SUCH CANCELLATION OR TERMINATION.

17. ASSIGNMENT OF MISCELLANEOUS PROCEEDS. ALL MISCELLANEOUS PROCEEDS AND OTHER PROCEEDS OF ANY KIND SHALL BE PAID TO LENDER.

18. REPAIR OR RESTORATION. SUCH MISCELLANEOUS PROCEEDS SHALL BE APPLIED TO RESTORATION OF PROPERTY 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 HAVE SUCH MISCELLANEOUS PROCEEDS HELD IN TRUST BY LENDER OR AN AGENT OF LENDER TO ENSURE THE WORK HAS BEEN COMPLETED TO LENDER'S SATISFACTION, PROVIDED THAT SUCH INSPECTION SHALL BE UNDERTAKEN PROMPTLY. LENDER MAY HAVE THE RIGHT TO MAKE SUCH REPAIRS OR RESTORATION IN A SINGLE PAYMENT OR IN A SERIES OF PERIODIC 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 OBLIGATED TO MAKE SUCH REPAIRS OR RESTORATION WITH INTEREST OR PAYMENTS 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 OTHER PURPOSES SET FORTH IN 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.

19. IN THE EVENT OF A PARTIAL 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.

20. 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, LENDER SHALL HAVE THE RIGHT TO TAKE THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE, UNLESS LENDER OTHERWISE AGREES IN WRITING. THE SUMS SECURED BY THIS SECURITY INSTRUMENT SHALL BE REDUCED BY THE AMOUNT OF THE MISCELLANEOUS PROCEEDS APPLICABLE TO THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE DIVIDED BY (A) THE FAIR MARKET VALUE OF THE PROPERTY IMMEDIATELY BEFORE THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE, AND (B) THE FAIR MARKET VALUE OF THE PROPERTY IMMEDIATELY BEFORE THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE.

21. 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 LESS THAN THE AMOUNT OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, 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 APPLICABLE TO THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE, UNLESS BORROWER AND LENDER OTHERWISE AGREE IN WRITING.

22. IF THE PROPERTY IS ABANDONED BY BORROWER, OR IF, AFTER NOTICE BY LENDER TO BORROWER THAT THE OPPOSING PARTY (AS DEFINED IN THIS SECURITY INSTRUMENT) HAS BEEN OR WILL BE A PARTY TO THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE OF THE PROPERTY, 30 DAYS AFTER THE DATE THE NOTICE IS GIVEN, LENDER IS AUTHORIZED TO COLLECT AND APPLY THE MISCELLANEOUS PROCEEDS EITHER TO THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE OF THE PROPERTY OR TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT, UNLESS THE OPPOSING PARTY MEANS THE THIRD PARTY THAT OWES BORROWER MISCELLANEOUS PROCEEDS OR THE PARTY AGAINST WHOM BORROWER HAS A RIGHT OF RECOVERY IN CONNECTION WITH THIS SECURITY INSTRUMENT.

23. BORROWER SHALL BE IN DEFAULT IF ANY ACTION OR PROCEEDING, WHETHER CIVIL OR CRIMINAL, IS BROUGHT THAT, IN LENDER'S JUDGMENT, MATERIALLY IMPAIRS OR ENDANGERS ITS INTERESTS IN THE PROPERTY OR RIGHTS UNDER THIS SECURITY INSTRUMENT. BORROWER CAN CURE SUCH A DEFAULT AND, IF ACCELERATION HAS OCCURRED, REINSTATE AS PROVIDED IN SECTION 19, BY PAYING THE AMOUNT OF SUCH ACTION OR PROCEEDING TO THE PARTY TO WHOM SUCH ACTION OR PROCEEDING IS BROUGHT, UNLESS THE PARTY TO WHOM SUCH ACTION OR PROCEEDING IS BROUGHT IS A PARTY TO THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE OF THE PROPERTY OR RIGHTS UNDER THIS SECURITY INSTRUMENT. THE PROCEEDS OF ANY ACTION OR PROCEEDING BROUGHT BY OR FOR THE BENEFIT OF THE PARTIAL TAKING, DESTRUCTION, OR LOSS IN VALUE OF THE PROPERTY OR RIGHTS UNDER THIS SECURITY INSTRUMENT SHALL BE PAID TO LENDER.

24. A DEFAULT UNDER THIS SECURITY INSTRUMENT SHALL BE SUBJECT TO RESTORATION OR REPAIR OF THE PROPERTY AS PROVIDED IN THIS SECURITY INSTRUMENT AS PROVIDED FOR IN SECTION 2.

25. BORROWER'S RIGHT TO REQUEST AMORTIZATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT GRANTED BY LENDER TO BORROWER OR ANY SUCCESSOR IS SUBJECT TO LENDER'S DISCRETION AND SHALL BE SUBJECT TO RESTORATION OR REPAIR OF THE PROPERTY AS PROVIDED IN THIS SECURITY INSTRUMENT AS PROVIDED FOR IN SECTION 2.



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payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by any creditor, including without limitation Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or otherwise, including without limitation the exercise of any right of subordination or the exercise of any right of priority.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability under this Security Instrument shall be joint and several with any other Borrower who 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 Property subject to the provisions of this Security Instrument, and (b) agrees that Lender and any other Borrower can agree to extend, modify, forbear or discharge any obligations, with or without the terms of this Security Instrument or the Note, without the express consent of Borrower.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, including by deed, shall remain jointly and severally liable with Borrower under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument by any agreement, including in writing, that purports to release or discharge any of the obligations of Borrower (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charge.** Any provision of this Security Instrument or any other document in connection with Borrower's liability for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, any provision that purports to prohibit or restrict Lender's right to charge or receive any fee, shall not be construed as a prohibition on the charging of such fee, including any charge that may be properly received by the Security Instrument or any other document.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or charge limit applies retroactively to the Loan, then the maximum permitted limit shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected shall be returned to Borrower. Lender may choose to make the refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces the principal owed under the Note, the amount of the refund shall be applied to the principal owed under the Note. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a release of any claim, including but not limited to, any claim for interest.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing and must be delivered to the address specified in the Security Instrument. If the address is not in writing, notices shall be mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers. If the Security Instrument specifies a notice address, then Borrower shall only report a change of address through that specified procedure. There may be only one notice address for the Security Instrument at any one time. Any notice by a notice address shall be deemed to have been actually received by Lender if by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Lender. Any notice by a notice address shall be deemed to have been actually received by Lender if actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the notice shall be given in accordance with the requirements of Applicable Law.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law to the extent of the applicability of federal law. All rights and obligations under this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly preempt this Security Instrument or portions of it. If any provision of this Security Instrument is preempted by Applicable Law, the preempted provision shall be deemed to be severed from this Security Instrument and the remainder of this Security Instrument shall remain in full effect without the conflicting provision.

Words in the masculine gender shall include the feminine gender; words in the singular shall mean and include the plural and vice versa; and (c) the words "and/or" shall be construed to mean "and" or "or" or both.

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

**18. Property.** The term "Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests in the Property that are subject to this Security Instrument.

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...of the Note by transfer of a future date with purchaser

...without lender's prior written consent. Lender may require...  
...without lender's prior written consent. Lender may require...  
...without lender's prior written consent. Lender may require...

...not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums...  
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...the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before...  
...the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before...  
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...with this Security Instrument can be sold one or more times without prior notice to Borrower. A sale might result in a change...  
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...or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the...  
...or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the...  
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**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as...  
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...threaten to release any Hazardous Substances, on or in the Property, Borrower shall not do, nor allow anyone else to do...

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Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

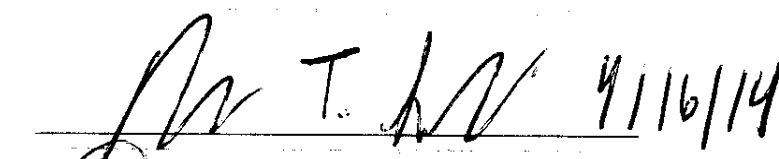
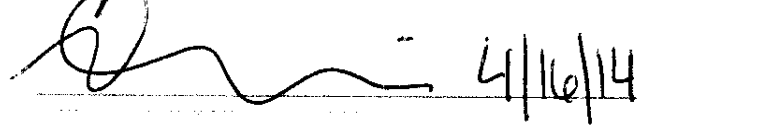
**22. Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (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 further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as provided 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 or by other means permitted by law. Lender's action may be taken in accordance with Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Borrower shall pay any reasonable costs Lender may incur in connection with the enforcement of this Security Instrument.

**24. Waiver of Homestead.** In accordance with Article IX, the homestead in the subject property is hereby waived, and all rights under the homestead are hereby waived.

**25. Placement of Commercial Insurance.** Borrower shall maintain a commercial general liability policy with the liability of the insured at least as high as the amount of the loan. This obligation may not be satisfied by any other policy or policies. The coverage that the insured maintains may include any occurrence and hazard covered by Lender, but only after the policy Lender with evidence of coverage. Borrower shall pay the costs of that insurance, including interest and all other charges, together with the costs of the premiums, may be added to Borrower's total outstanding balance on this loan. The costs of the

**26. ASSIGNMENT, RELEASE.** Borrower shall not assign, in whole or in part, any rights or obligations under this Security Instrument

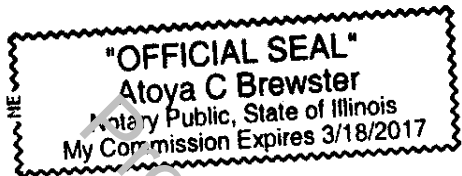
  


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0014012000

STATE OF Illinois  
COUNTY OF Cook

This instrument was acknowledged before me on April 16<sup>th</sup>, 2014 by Ryan T. Sulkin and Amy L. Sulkin, husband and wife



Notary Public

My Commission Expires

03/18/2017

MORTGAGE LOAN ORIGINATOR JAMES R. R. TAUSCHE  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 144571  
MORTGAGE LOAN ORIGINATION COMPANY DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE  
MEMBER  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 0551

Property of Cook County Clerk's Office

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## Exhibit A - Legal Description

Parcel 1:

Unit 1 in the 3535 N. Reta Condominium as delineated on a survey of the following described real estate:

Lot 38 in Berton's Addison Street Addition in the East 1/2 of the South East 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached to the Declaration of Condominium recorded as Document 0610010030, together with an undivided percentage interest in the Common Elements.

Parcel 2:

The exclusive right to use Parking Space P-1, a limited common element, as delineated on the survey attached to the Declaration of Condominium recorded as Document 0610010030.

PIN# 14-20-407-047-1001

3535 N. Reta Ave.

Chicago, IL 60657

Property of Cook County Clerk's Office

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## **FIXED/ADJUSTABLE RATE RIDER** (LIBOR One Year Index (As Published In *The Wall Street Journal*) Rate Caps)

**SULKIN**  
Team ID: 1712816078  
MIDN: 1407188514020140007

THIS FIXED/ADJUSTABLE RATE RIDER is made this 16TH day of APRIL, 2014, 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 **DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

**3535 N. RETA AVENUE, UNIT #1, CHICAGO, IL 60657**  
(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**

**MULTISTATE FIXED/ADJUSTABLE RATE RIDER W/1 One Year LIBOR - Single Family**  
**Fannie Mae Uniform Instrument**

758.15

Form 3187 6/01 (Page 1 of 4)



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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:

## (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of May, 2021, 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 15 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 eighth percentage points (2.125%) 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 (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 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 5.500% 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 5.500%.

## (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

**MULTISTATE FIXED/ADJUSTABLE RATE RIDER WSI One Year LIBOR - Single Family**  
**Fixed Rate Follows Escrow**

SEP 2010.10

Form 1001 0901 (Rev. 2 of 2)

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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.

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;



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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 with 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.

*Ryan T. Sulkin* *4/16/14*  
- BORROWER - RYAN T. SULKIN - DATE -

*Amy L. Sulkin* *4/16/14*  
AMY L. SULKIN - DATE -

**UNOFFICIAL COPY****CONDOMINIUM RIDER**

CJ110218

Loan #: 1714031702

MIME: 201404090914000000000000

THIS CONDOMINIUM RIDER is made this 16TH day of APRIL, 2014, 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 BRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**3535 N. RETA AVENUE, UNIT #1, CHICAGO, IL 60657**

[Property Address]

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

**3535 N RETA CONDOMINIUMS**

[Name of Condominium Project]

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

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The Constituent

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

REV 3/19

Form 3140 1/01 (page 1 of 3 pages)



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

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

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium instalments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management

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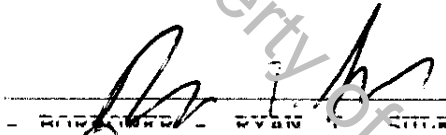
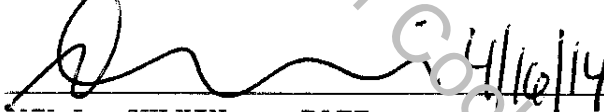
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of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


4/16/14  
 \_\_\_\_\_  
 RYAN S. SIKKIN - DATE -  
  
  
 \_\_\_\_\_  
 AMY D. SIKKON - DATE -

Property of Cook County Clerk's Office