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Prepared by: Le Tournéau, Kristine
Return original to:
Chase Home Mortgage Corporation
4915 Independence Parkway
Tampa, Florida 33634-7540
Attn: Post Production Services



03029008

**THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT PUD RIDER.

[Space Above This Line For Recording Date]

94192521 MORTGAGE

DEPT-01 RECORDING 0243639 \$41.50
180000 TRAM 6725 03/01/94 16142100
\$2477 * -94-192521
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **November 11, 1993**. The mortgagor is
JOHN C. KOSIK AND JAYNE A. KOSIK HUSBAND AND WIFE

DEPT-01 RECORDING \$41.50
180011 TRAM 8736 12/15/93 16117100
45013 * -03-029008
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to **Chase Home Mortgage Corporation**, and whose address is
which is organized and existing under the laws of **the State of Delaware**,
4915 Independence Parkway, Tampa, FL 33634-7540

("Lender"). Borrower owes Lender the principal sum of **One Hundred Sixty-Eight Thousand and No/100 Dollars (U.S. \$ 168,000.00)**.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 1, 2023**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

94192521

SEE ATTACHED LEGAL

PARCEL 1: THE SOUTH 15.70 FEET OF THE NORTH 128.00 FEET OF THE WEST 15.00 FEET OF LOT 4 AND THE SOUTH 15.70 FEET OF THE NORTH 128.00 FEET OF LOT 5 IN BLOCK 3 IN ASSESSOR'S DIVISION OF BLOCK 8 OF LAFLIN, 97TH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE 1.25 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN **COOK** COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. **86202001** FOR INGRESS AND EGRESS, ALL IN **COOK** COUNTY, ILLINOIS.

which has the address of **3835 NORTH FREMONT**
[Street]
Illinois **60613** ("Property Address");
[Zip Code]

CHICAGO
[City]

03029008

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

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

Tax ID Number

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MTG11L

GIT

4150

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200050819

15/01/2010

Property of Cook County Clerk's Office

15/01/2010

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MTG11L

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

Form 3014 9/90
Revised Date 8/23/93



Tax ID Number

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.

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

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."

Illinois (Zip Code) 60613
(Property Address):

which has the address of 3835 NORTH FREMONT

CHICAGO

03029008

GIT

14-20-214-038

SEE

This debt is monthly payments instrument covenants to protect under this Lender the

No./100

(Lender). Borrower owes under the principal sum of One Hundred Sixty-Eight Thousand and Dollars (U.S. \$ 168,000.00). which is organized and existing under the laws of the State of Delaware 4915 Independence Parkway, Tampa, FL 33634-7540 and whose address is

(Borrower). This Security Instrument is given to Chase Home Mortgage Corporation

DEPT-01 RECORDING 0243639 \$41.50

140011 TRAM 6726 03/01/94 16142100

DEPT-01 RECORDING 0243639 \$41.50

WIFE

JOHN C. KOSIK AND JAYNE A. KOSIK HUSBAND AND

THIS MORTGAGE (Security Instrument) is given on November 11, 1993

94192521 MORTGAGE

DEPT-01 RECORDING 0243639 \$41.50

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03/05/04

03/05/04

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remedy

interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments (Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the this Security Instrument, whether or not then due authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by or write a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award this Security Instrument whether or not the sums are then due Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon, and inspections of the Property. Lender shall give written agreement between Borrower and Lender or applicable law mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage. Loss reserve payments may no longer be early mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will Borrower of the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage 8. Mortgage Insurance. If Lender retained mortgage insurance as a condition of making the loan secured by this Security instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security on the Property to make repairs. Any amount Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding materially impact the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and renounce, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding materially impact the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and renounce, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding materially impact the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and renounce, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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12. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrowers' obligations shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Government's Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such provision shall not affect other provisions of this Security Instrument and the Note are declared to be severable without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

18. Borrower's Right to Reinstatement. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do, any act affecting the Property that is in violation of any Environmental Law. 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.

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 containing acetone, formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

22. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

23. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

24. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

25. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

26. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

27. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

28. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

29. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

30. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

31. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

32. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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36. Remedial Actions. Remedial actions in accordance with Environmental Law necessary to prevent, remove, or contain any Hazardous Substances affecting the Property shall be taken by Borrower at its expense. If Borrower has actual knowledge, or is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

(E) Effective Date of Changes 10.3750% or less than 2.7500%, even if I exercise my option to convert to a fixed rate. forward and applied to change the rate in future years. My interest rate will never be greater than points (6.00%) rate adjustment limitations, the unused portion of such increase or decrease will not be carried or decrease from the initial interest rate over the entire term of the loan. If a change in the Current Index There is a limit of six percentage points (6.00%) on the amount by which the interest rate may increase or decrease from the preceding twice (12) months.

(D) Limits of Interest Rate Changes 6.3750% or less than 2.7500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate The interest rate I am required to pay at the first Change Date will not be greater than

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

repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new The Note Holder will then determine the amount of the monthly payment that would be sufficient to limitations in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the percentage points (2) "the Margin" to the Current Index. The Note Holder will then Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three-

(C) Calculation of Changes comparable information. The Note Holder will give me notice of this choice. If the Index is no longer available, the Note Holder will choose a new index which is based upon

(45) days before each Change Date is called the "Current Index." weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent index figure available as of the date forty-five

Beginning with the first Change Date, my interest rate will be based on an index. The Index is the (B) The Index is called a "Change Date." and on the first day of every twelfth (12th) month thereafter. Each date on which my interest rate could change

The interest rate I will pay may change on the first day of December, 1994 (A) Change Dates

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial interest rate of 4.3750%. The Note provides for changes in the interest rate and the monthly payments as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial interest rate of 4.3750%. The Note provides for changes in the interest rate and the monthly payments as follows:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES I MUST PAY. IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWER. ON THE DATE(S) SPECIFIED BELOW, I MAY CONVERT THE ADJUSTABLE RATE LOAN INTO A FIXED RATE, LEVEL PAYMENT, FULLY AMORTIZING LOAN.

[Property Address]

CHICAGO, IL 60613 3835 NORTH FREMONT

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

Chase Home Mortgage Corporation, a Delaware Corporation secure Borrower's Adjustable/Convertible Rate Note (the "Note") to

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

THIS ADJUSTABLE/CONVERTIBLE RATE RIDER is made this 11th day of November, 1993

ADJUSTABLE/CONVERTIBLE RATE RIDER (ONE YEAR TREASURY INDEX - RATECAPS)

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The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice. If I may convert my loan as provided in Section 5 of the Note, the notice will also include the following information regarding conversion on the Change Date:

- (i) the fixed interest rate I will pay if I choose to convert my loan to a fixed interest rate loan;
- (ii) the amount of my new monthly payment at the fixed rate of interest; and
- (iii) the date by which I must execute and deliver to the Note Holder all documents that the Note Holder requires to effect the conversion.

The first five notices will also remind me of my option to convert to a fixed rate on the first day of any month starting with the first Change Date through and including the fifth Change Date. I may call the Lender fifteen (15) or more days before the first day of any month at (800) 533-4536, to give notice of my intention to exercise my option to convert, as long as the conversion date is the first day of a month between the first and fifth Change Dates. The information specified in clauses (i), (ii) and (iii) above will be given to me at that time.

CONVERSION TO FIXED INTEREST RATE

The Note also provides the Borrower an option to convert the adjustable rate loan into a fixed interest rate loan as follows:

5. FIXED INTEREST RATE OPTION

(a) Option to Convert to a Fixed Rate

I have a "Conversion Option" which I can exercise if I satisfy the conditions described in this Section 5(A) and I am not in default. The "Conversion Option" is my option to convert the interest rate I am required to pay under Sections 2 and 4 of the Note from an adjustable rate to a fixed rate. The conversion can only take place on the first Change Date or on the first day of each month thereafter until and including the fifth Change Date. The date on which my interest rate converts from an adjustable rate to fixed rate is called the "Conversion Date."

If I want to exercise the "Conversion Option," I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least fifteen (15) days before the Conversion Date; (b) I must pay the Note Holder a conversion fee of \$250.00; and (d) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required Net Yield for thirty year, fixed rate mortgages covered by sixty (60) day mandatory delivery commitments that was in effect as of the date for five (45) days before the Conversion Date, plus five-eighths of one percent (0.625%) (or seven-eighths of one percent [0.875%] if the original loan amount is over \$1,125,000 on all loans over \$1 million and up to \$1.2 million, or one and three eighths percent [1.375%] on all loans over \$1.5 million) rounded to the nearest one-eighth of one percent (0.125%).

Information about this Net Yield is available through the Federal National Mortgage Association, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016. If this required Net Yield is not available, the Note Holder will choose a new index which is based upon comparable information to determine the fixed interest rate.

(C) Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

(A) Until I exercise my Conversion Option under the conditions stated in Section 5 of the Note, Uniform Covenant 17 shall be as follows:

Transfer of the Property or a Beneficial Interest.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest is sold or transferred) without immediate payment in full of all sums secured by this Security Instrument, Lender may call all such sums immediately due and payable.

If Lender exercises this right, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed 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.

Lender shall not exercise this right if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfer 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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Notice of Changes

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PLANNED UNIT DEVELOPMENT RIDER

02435339

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of November, 1993 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 Chase Home Mortgage Corporation

of the same date and covering the property described in the Security Instrument and located at: 3835 NORTH FREMONT, CHICAGO IL 60613 (Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 88282801 (the "Declaration"). The property is a part of a planned unit development known as LAPLIN, SMITH AND DYER'S SUBDIVISION (Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazard Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess 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 or the common areas and facilities of the PUD, 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 Uniform Covenant 10.

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 PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD 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 dishurcement 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 provisions contained in this PUD Rider.

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by: *John C. Koop*
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OFFICIAL SEAL
JEAN E. WATSON
Notary Public, State of Illinois
My Commission Expires 11/19/93

Notary Public (Seal)
Jean E. Watson

SUBSCRIBED AND SWORN BEFORE ME THIS
11th DAY OF November
1993

Jean E. Watson

WITH REGARD TO THE EXERCISE OF THE POWER OF ATTORNEY TO EXECUTE
THE MORTGAGE ENCUMBERING THE LAND DESCRIBED IN THE SUBJECT TITLE
COMMITMENT AND THE NOTE SECURED THEREBY, THE UNDERSIGNED DOES
HEREBY STATE AND AVER THAT THE POWER OF ATTORNEY WAS IN FULL
FORCE AND EFFECT AT THE TIME OF EXECUTION THEREOF AND THAT
SAID POWER OF ATTORNEY AUTHORIZES ME TO EXECUTE SAID MORTGAGE
AND NOTE.

TO: GREATER ILLINOIS TITLE COMPANY
RE: YOUR FILE (AND TITLE COMMITMENT) NO. 415834

AFFIDAVIT

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