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18837, TRM 105-371558  
COOK COUNTY RECORDER

Prepared by: SHELLEY WILLIAMS  
RECORD AND RETURN TO:  
CU/AMERICA FINANCIAL SERVICES, INC.  
3080 OGDEN AVENUE, SUITE 205  
LISLE, ILLINOIS 60532

## MORTGAGE

Loan No. CASSIDY

THIS MORTGAGE ("Security Instrument") is given on May 12, 1997  
JEREMIAH J. CASSIDY and ANDREA MASSAR, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
CU/AMERICA FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 3080 OGDEN AVENUE, SUITE 205, LISLE, ILLINOIS 60532

("Lender"). Borrower owes Lender the principal sum of  
One Hundred Sixteen Thousand Eight Hundred and  
no/100----- Dollars (U.S. \$ 116,800.00 ).

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 June 1, 2027

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:

UNIT NO. 3A IN 2020 LINCOLN PARK WEST CONDOMINIUM, AS DELINEATED ON A SURVEY  
OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS AND PARTS OF LOTS IN  
KUHN'S SUBDIVISION OF THE EAST 1/2 OF LOT 7 IN BLOCK 31 IN CANAL TRUSTEE'S  
SUBDIVISION AND IN JACOB REHM'S SUBDIVISION OF CERTAIN LOTS IN KUHN'S  
SUBDIVISION AFORESAID, TOGETHER WITH CERTAIN PARTS OF VACATED ALLEYS  
ADJOINING CERTAIN OF SAID LOTS, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE  
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH  
SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED  
AS DOCUMENT 25750909 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS.

PIN 14-33-208-028-1016  
which has the address of 2020 LINCOLN PARK WEST, UNIT 3A CHICAGO (Street, City),  
Illinois 60614 Zip Code ("Property Address");

ILLINOIS Single Family-FHMA/FHLMC Uniform  
INSTRUMENT Form 3014 9/90  
Amended 5/91



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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; (b) corrects in good faith the lien by depositing sufficient documentation of the lien; or (c) receives from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect over

**4. Changes; Liens.** Borrower shall pay all taxes, assessments, charges, dues and impositions attachable to the Property which may accrue prior to or after the Settlement, and leasedhold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the due date by the person and payee named in the promissory note payable to Lender, all notices of amounts to be paid under this paragraph to Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

**3. Application of Penalties.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2 and 3, to interest due; third, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds paid over by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, least, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall accrue to Borrower until paid the amount necessary to make up the deficiency in no more than twelve months plus payables, at Leader's sole discretion.

The Funds shall be held in an instant loan warehouse deposits or entity (including Leader if Leader is stuck in liquidation) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow Leader, if Leader may not capture Borrower to holdings and applying the Funds, usually analyzing the escrow account, or verifying the Escrow Leader, unless Leader pays Escrow Leader interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay an one-time charge for an independent real estate reporting services and by Leader in connection with this loan, unless (pplicable law provides otherwise. Unless an agreement is made of application law requires Leader to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds without charge, however, this interest shall be paid on the Funds. Leaders shall give to Borrower, escrow charges, as usual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each credit to the Funds was made. The Funds are deposited as additional security for all sums secured by this Security instrument.

Lamellar myxomatous degeneration due on the basis of cultural diets and recognizable estimates of expenditures of future

2. **Funds for Taxes and Assessments.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") (or: (a) generally later and assessments which may affect property over the Security Instrument as a lien on the Property; (b) generally later or ground rents, or the Property, if any; (c) generally barred or property interests preexisting; (d) generally flood insurance premiums; (e) generally to discharge instrument premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraphs (a) through (e), in lieu of the payment of mortgage insurance premiums. These items are called "Fees or Liens". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount available under any loan, payable for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds relates a higher amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

**INTERIM CREDITORS.** Bankers and others creditors of the debtor as follows:

INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".  
WORKPOWER COVENANTS THAT BORROWER IS LAWFULLY HELD OF THE ESTATES HERETO CONVEYED AND HAS THE RIGHT TO SELL THE PROPERTY.

**TOGETHER WITH** all the improvements now or hereafter erected on the property. All improvements and additions shall also be covered by this Security

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This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**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 within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless 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, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, 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.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or 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 forfeiture 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 on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to the last address of any other debtor designated by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the principal reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Under any choice to make this reduction by reducing the principal owed under the Notes or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Under any choice to make this reduction by reducing the principal owed under the Notes or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

12. Successions and Assignments Bound; Joint and Several Liability; Co-Signers. The co-signers and successors of this Security Instrument shall bind said beneficiary the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11. Borrower's covenants and agreements 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 witness, attest and convey that Borrower's signature is correct in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make my accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Extrication of the victim from pocket of mud/crumb.  
12. Extrication Net/Breath mask; Portermask; Breatherlace By Leader Net . . . . .  
13. Extrication of the victim from pocket of mud/crumb.

Under Section 2 and Powers otherwise agree in writing, any application of proceeds to principal shall not exceed or  
exceeds the due date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of such payment.

If the Property is abandoned by Borrower, at its option, either notice by letter to Borrower that the conditions set forth in the Security Agreement have been violated or to the sureties named in the Security Agreement, either to restoration or repair of the Property or to the sureties

so rapid is the success secured by this Society instrument whether or not the suits are taken up.

this Security Instrument, shall be reduced by the amount of the proceeds paid by the following recitation: (a) the total amount of the sums secured immediately before the filing, divided by (b) the fair market value of the Property immediately before the filing. Any balance shall be paid to Bertonier. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the sum secured immediately before the filing, the Lender or Borrower and Lender or Borrower agrees to willing or unless applicable law otherwise provides otherwise, unless Bertonier and Lender or Borrower and Lender or Borrower do otherwise agree to willing or unless applicable law otherwise provides otherwise.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, until paid in full.

12. Compensation of any kind or damage, direct or consequential, to construction work and/or demolition of any part of the Project, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspector's written report of his findings may serve as the record of his inspection.

Businesses ends in accordance with any written agreement between Borrower and Lender or applicable law.

coverages separately applicable to the mortgagor insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgagor insurance previously in effect, from an ultimate mortgagee insurer approved by Lender. If neither mutually acceptable coverage insurance is available, Borrower shall pay one-twelfth of the yearly mortality insurance premium being paid by Borrower when the insurance coverage is first established, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortality insurance coverage which the insurance company will charge for the additional coverage.

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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. Governing Law; 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 conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect 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.

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 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**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 do, nor allow anyone else to do, anything 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

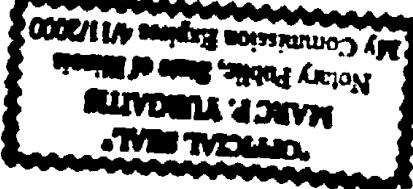
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 17 unless

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(C-5711) 060201 Page 8 of 8 Form 3014 9/90



Notary Public

My Commission Expires:

Given under my hand and official seal, this 12th day of May, 1997.  
Signed and delivered to the said instrument as THREE free and voluntary act, for the uses and purposes herein set forth,  
and acknowledged before me this day in person, and acknowledged that THREE  
personally known to me to be the same person(s) whose name(s)  
are hereinafter set forth.

I, the undersigned,  
JUDITH J. CASSIDY and ANDREA MASSAR, HUSBAND AND WIFE  
County of Cook  
STATE OF ILLINOIS.

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

JUDITH J. CASSIDY  
ANDREA MASSAR  
(Seal)

WITNESSES:  
in my hand(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and  
in my rider(s) executed by Borrower and recorded with it.

21. Rider(s) Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement  
the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
(Check applicable box(es))
- Adjustable Rate Rider       Goodwill Rider       Family Rider  
 Grandchild Rider       Planned Unit Development Rider       Rate Improvement Rider  
 Biweekly Payment Rider       Second Home Rider       Other(s) [specify]       VA Rider  
 Balloon Rider

22. Rider(s), that not limited to, reasonable attorney's fees and costs of title insurance.  
Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23. Waiver of Foreclosure, Borrower waives all right of foreclosure and reclamation of the property.  
Without charge to Borrower, Lender shall collect all expenses incurred in pursuing the remedies provided in this provision  
provided by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceeding. Lender shall be entitled to collect all expenses incurred in the sale of the property in the event of a non-  
payment of a debt due the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
then due Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the  
same defenses of a debtor to before the date specified by judgment, foreclosure and sale of the property. The lender shall further  
cancel by this Security Instrument, foreclose by judicial proceeding and sale of the property. The lender shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the same  
agreements 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) the time to cure the default on or before the date specified in the notice by which the default must be cured; and  
any other law provides otherwise).

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## ADJUSTABLE RATE RIDER Loan No. CASSIDY (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12th day of May 1997, 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 Adjustable Rate Note (the "Note") to

**CD/AMERICA FINANCIAL SERVICES, INC.**

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

2020 LINCOLN PARK WEST, UNIT 3A, CHICAGO, ILLINOIS 60614  
(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250% and on that interest rate and the monthly payments, as follows:

5. The Note provides for changes in

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of June 2002, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which 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 three quarters percentage point(s) (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Fred Mac Uniform Instrument

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822B n 108102

VHP MORTGAGE FORMS - #051621-7261

Form 3171-385

Rev. 1/97



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FEB 21 1985

PAGE 2 OF 2

4225 01002

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

ANDREA MASSAR

JEREMY J. CASSIDY

Rene Rieder.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Addendum.

If Leader exercises the option to require immediate payment in full, Leader shall give Borrower notice of cancellation. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may invoke its security instrument. If Borrower fails to pay dues without further notice or demand on Borrower, Leader may invoke its security instrument prior to the expiration of this period. Leader may invoke this security instrument if Borrower fails to pay dues

To the extent permitted by applicable law, Leader may charge a reasonable fee as a condition to Leader's exercise of security interest. Borrower will continue to be obligated under the Note and this Security interest in this Note as long as Borrower continues to be eligible to sign an assignment agreement that is acceptable to Leader and has obtained the transfer of all the promises and agreements made in the Note and agrees to pay to the assignee the amount of the Note and the interest accrued thereon.

Leader is prohibited by federal law from assignment and that the fact of a breach of any covenant or agreement in this Security interest is applicable to Leader. Security will not be impacted by the loan assignment and that the fact of a breach of any covenant or agreement as if a new loan were being made to the transferee; and (b) Leader reasonably determines that Leader is unable to be entitled to information required by Leader to evaluate the option if: (a) Borrower ceases to be entitled to Leader's security instrument, Leader also shall not exercise this option if all sums secured by the date of this Security instrument, Leader also shall not exercise if Leader is unable to pay to the Note holder in full or if a beneficiary instrument, Leader may, at his option, require immediate payment in default period (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a transfer of the property of the Note holder in full or if a beneficial interest in Borrower, if all or any part of the property of any

transfer of the property of the security instrument is amended to read as follows:

## B. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Holder will deliver to me a notice of any changes in my interest rate and the amount of my principal debt due.

Holder will never before the effective date of any change. The notice will include information required by law to be given me and also the date and telephone number of a person who will answer my question if my have regarding

(c) Notice 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 payments, changes again.

(d) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.250 %. The interest rate I am required to pay at the first Change Date will not be greater than 9.250 %. The interest rate I am required to pay at the first Change Date will not be greater than 13.250 %.

of loans than

The Note Holder will 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.

(e) Effective Date of Changes

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Loan # CASSIDY

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12th day of May, 1997 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

CU/AMERICA FINANCIAL SERVICES, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2020 LINCOLN PARK WEST, UNIT 3A, CHICAGO, ILLINOIS 60614  
(Property Address)

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

LINCOLN PARK WEST

(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 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. Hazard 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, for the periods, and against the hazards 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 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 lapse in required hazard insurance coverage.

In the event of a distribution of hazard 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, with any excess paid to Borrower.

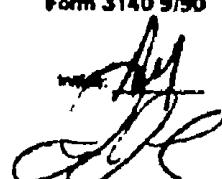
**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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

Form 3140 9/90

MMI - 8/10/02

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M&P MORTGAGE FORMS - 800/621-7291



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PAGE 2 OF 2

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

ANDREA MASSAR  
LEADER  
TERMINA MASSAR

BY SIGNING BELOW, Borrower acknowledges and agrees to the terms and provisions contained in this Conditional Note.

I, Leader to Borrower requesting payment, bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from the Security Lender or Lenders Borrower and Leader agree to other terms of payment, these amounts secured by the Security instrument held by Leader under this Paragraph F shall become additional debt of Borrower secured by me. Any amounts used by Leader under this Paragraph F shall become additional debt of Borrower secured by me. Leader may pay Leader's expenses, (i) Borrower does not pay conditional dues and assessments when due, the Leader may pay materials and b) the Owner's Association allocable to Leader.

(ii) any action which would have the effect of rendering the public liability insurance coverage available; or (iii) termination of professional management and assumption of self-management of the Owner's Association, or

(i) the abandonment of termination of the Conditional Document if the provision is for the express benefit of Leader; taking by condominium or eminent domain;

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

F. Leader's Right to Coverall 10. Such proceeds shall be applied by Leader to the sums secured by the Security instrument as provided in Uniform Coverall 10. Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or less than one of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Leader. Such proceeds shall be applied by Leader to the sums secured by the Security instrument as provided in Uniform Coverall 10.

D. Condemnation. The proceeds of any award or claim for damage, direct or consequential, payable to

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