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DEFT-01 RECORDING \$43.50  
 140009 TRAN 2655 06/02/98 09:52:00  
 45518 P CG \*-98-456508  
 COOK COUNTY RECORDER  
 DEFT-10 PENALTY \$40.00

Wally Cronin for Chevy Chase Bank, F.S.B.

700 Old Georgetown Road  
Bethesda, MD 20814

## MORTGAGE

12

THIS MORTGAGE Security Instrument is dated May 26, 1998

The mortgagor is

Julie Battaglia SINGLE NEVER MARRIED

Banker: This Security Instrument is provided by Chevy Chase Bank, F.S.B.

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whereas the mortgagor resides under the laws of the United States of America and whose address is 7700 Old Georgetown Road, Bethesda, MD 20814

One Hundred Thirty Thousand One Hundred and 00/100

Dollars (U.S. \$ 130,100.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument's Note, which provides for monthly payments with the final debt if not paid earlier due and payable on June 1, 2028.  
 This Security Instrument secures to Lender the repayment of the debt, defined by the Note, with interest, and all renewals, extensions and rescheduling of the Note, and the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and 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:

See Schedule "A" attached hereto and made a part hereof.

Subject to Covenants of Record

The aforesaid fee simple property having been purchased in whole or in part with the sums secured hereby

Page: 10 =  
 Where is the address: 2336 North Commonwealth, Unit 111, Chicago Illinois 60614  
 ILLINOIS PROPERTY ADDRESS

ENMA FFLMC UNIFORM INSTRUMENT Form 3014 9 90 Amended 8 96  
 2006/IL



SAS-A DIVISION OF INTERCOUNTY 212 NW 212

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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 governing real property.

### 1. Payment of Principal and Interest; Prepayment and Late Charges; Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premium; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require 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 sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credit and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Lender shall acquire or sell the Property, if Lender shall acquire or sell the Property, if Lender shall acquire or sell the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

### 3. Application of Payments.

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

### 4. Charges; Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. 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) consents in good faith; the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attach priority over

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this Security Instrument, Lender may take Borrower's actions affecting the term. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the date 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 described within the term, extended coverage, and any other hazards, including floods, in full compliance with Lender's requirements. 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 interest in the Property or accept tender with pro rataage.

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

Unless Lender or Borrower otherwise agrees in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the restoration or repair of Lender's security interest in the Property. If the restoration or repair of the Property or the restoration or repair of Lender's security interest is not completed, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due date of any excess paid to Borrower. If Borrower abandons the Property or the sums secured by this Security Instrument within 30 days after the date Lender notifies the insurance carrier has offered to settle a claim, then Lender may, at Lender's option, use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, or to make any other use. The 30-day period shall 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 an order making a lien on the Property is a condition precedent to Borrower's right to any insurance proceeds resulting from damage to the Property or to the acquisition of a lien on the Property, the sums secured by this Security Instrument are reduced to the amount of the proceeds so received.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Easements.**

Borrower shall occupy, use and reside in the Property as Borrower's principal residence within 30 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 execution, unless Lender otherwise agrees in writing. If Borrower is not the sole owner of the property, any written or unexpressed agreement or understanding between Borrower and the other owner(s) of the Property shall not constitute a signature or input of the Property as well as being the sole owner of the Property. Borrower shall be in default if any forfeiture action or proceedings are initiated or commenced against the Property or if any such action or proceedings could result in forfeiture of the Property or if any such action or proceedings impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default in the state as provided in paragraph 5. In the event of proceedings being instituted with a ruling that a Lender's security interest in the Property or other collateral comprising the sums secured by this Security Instrument or Lender's security interest is in default if Borrower is in default in the foreclosure process, or if the borrower has failed to provide Lender with the information requested in writing, or if the borrower has failed to provide Lender with the information requested in writing, or if the borrower has failed to provide Lender with the information requested in writing, but not limited to, any other information requested by Lender, the sums secured by this Security Instrument is or a cause for Borrower's default with all the consequences of the cause. If Borrower acquires an interest in the Property, the cause shall be the same as if the mortgage or less than a mortgage to the property were a mortgage.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, there is a lien in favor of Lender which may substantially affect Lender's rights in the Property (such as a proposed sale, mortgage, encumbrance, or forfeiture) or the title to the Property or the title to the Property, Lender may do and pay for whatever is necessary to protect the sums secured by this Security Instrument or Lender's rights in the Property. Lender's actions may include proceedings to be secured by a lien on the Property, such as Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not intend to do so.

All amounts advanced by Lender under this mortgage shall bear an annual interest rate of \_\_\_\_\_ percent. Borrower secured by this Security Instrument shall pay to Lender, and Lender shall pay to Borrower, the interest on these amounts shall bear interest from the date of advance, until the principal and shall be repaid with interest upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires 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 is not required by Lender, interest on the loan shall be reduced to the rate of \_\_\_\_\_ percent. Borrower shall pay the premiums required to

Property of Cook County Clerk's Office

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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

prepayment charge under the Note.  
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 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 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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Borrower's interest in the Property under the terms of this Security Instrument; (b) 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, forbear or instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument; (b) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or

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. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security exercise of any right or remedy.  
of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any to be borne by Lender in exercising any right or remedy shall not be a waiver of or preclude the

11. **Borrower Not Released; Forbearance by Lender; Joint Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any to be borne by Lender in exercising any right or remedy shall not be a waiver of or preclude the

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 such payments.  
secured by this Security Instrument, whether or not then due.  
Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, multiplied by the amount of the proceeds, the total this Security Instrument shall be reduced by the amount of the proceeds, multiplied by the following fraction: (a) the total amount of the sums 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 or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not in part, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, 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 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 or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 be paid to Lender.  
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 insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.  
the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage (that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the year, mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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. If it is found that any provision or clause of this Security Instrument or the Note conflicts with applicable laws, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. In this event the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one continued 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. If consent is optional, it shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises its option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 90 days to complete the notice described or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums secured by 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) 90 days (or such other period as applicable law may require for Statements) 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 secured hereunder under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default in 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 other expenses of action as Lender may reasonably require to assure that the terms of this Security Instrument, Lender's rights 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 hereunder 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 part or interest in the Note together with this Security Instrument may be sold one or more times without notice to Borrower. A sale may result in a change in the entity known as the Loan Servicer who collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer after the 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 4 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 be liable in part for the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not be in a violation of any law or regulation relating to anything affecting the Property that is enforced by any Environmental Law. The presence of hazardous substances shall not apply to the presence, use, or storage of the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and maintenance of the Property.

Borrower shall not be liable to give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or local authority or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower can or is notified by any governmental or regulatory authority that any removal or 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: asbestos, pesticides, other flammable or toxic petroleum products, toxic pesticides and herbicides, organic solvents, materials containing asbestos, mold, mildew, 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, and environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender heretofore 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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My Commission Expires 12/31/98  
Notary Public, State of Illinois

OFFICIAL SEAL  
Janis A. Byron  
Notary Public, State of Illinois  
My Commission Expires 12/31/98

M. Commission Expires: \_\_\_\_\_  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1998.  
I, Notary Public, State of Illinois, do hereby certify that the within and foregoing instrument was duly executed and delivered by the person(s) named herein as the person(s) whose names are subscribed to the foregoing instrument, and I acknowledge that the person(s) named herein as the person(s) whose names are subscribed to the foregoing instrument is/are the same person(s) whose names are subscribed to the foregoing instrument, and I acknowledge that the person(s) named herein as the person(s) whose names are subscribed to the foregoing instrument is/are the same person(s) whose names are subscribed to the foregoing instrument.

STATE OF ILLINOIS  
County of Cook  
I, Notary Public in and for said county and state do hereby certify

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

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Property of Cook County Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any riders executed by Borrower and received with it.

- [Check applicable boxes]
- Adjustable Rate Rider
  - Graduated Payment Rider
  - Balloon Rider
  - VA Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Addendum to Adjustable Rate Rider
  - Second Home Rider
  - Biweekly Payment Rider
  - 1-4 Family Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Release. Lender shall pay all recording costs.

21. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender, including, but not limited to, reasonable attorney's fees and costs of title evidence.

(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 the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph including, but not limited to, reasonable attorney's fees and costs of title evidence.

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of May 1998 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

Chevy Chase Bank, F.S.B.

(the "Lender")

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

2336 North Commonwealth, 111, CHICAGO, IL 60614

[Property Address]

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

2336 N. Commonwealth

[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.

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 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 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 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 provisions contained in this Condominium Rider

*Julie Battaglia* (Seal)  
Julie Battaglia Borrower

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

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

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

98456508



## ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26th day of May, 1998, 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 the Borrower's Adjustable Rate Note (the "Note") to

Chevy Chase Bank, F.S.B.  
the Lender of the same date and covering the property described in the Security Instrument and located at  
2336 North Commonwealth, 111, CHICAGO, IL 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 7.975%. The Note provides for changes in the interest rate and the monthly payment(s), as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of June, 2003, 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 create 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 Three and Fifty-Five-Hundredths (3.550%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date 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 10.975% or less than 4.975%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.975%.

#### (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 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 question I may have regarding the notice.

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

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

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. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.

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

Julie Battaglia

Julie Battaglia

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

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## ADDENDUM TO ADJUSTABLE RATE RIDER

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 26th day of May, 1995 and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "rider") made by the undersigned borrower(s) (referred to below as "I", "me" or "my") to Chevy Chase Bank, F.S.B. ("you" or "your"), which is dated the same date as this Addendum.

You and I agree that, notwithstanding any other provisions of the Rider or the Deed of Trust or other security instrument securing the Note, the Rider is amended as follows:

I. The following is appended to Section 4:

I have a one-time option to reduce both my interest rate and the amount added to the Current Index before the Change Date as described in section 4C. If I want to exercise this option I must first meet certain conditions. These conditions are that: (i) I must give you written notice that I want to do so; (ii) I must not be in default under the Note or the Security Instrument; and (iii) my loan balance must be 80% or less of the property's value (defined as the lesser of the sales price or appraised value at the time the loan was made; more recent appraisals will not be given consideration).

Original LTV 90.01-95.00%

I have a one-time option to reduce the interest rate and margin on my loan by .55% when my loan balance has been reduced to 80% or less of my home's original value. I understand that in order to exercise this option I must notify you in writing, and I must not be in default under the terms of the Note or the Security Instrument.

Original LTV 95.01-90.00%

I have a one-time option to reduce the interest rate and margin on my loan by .30% when my loan balance has been reduced to 80% or less of my home's original value. I understand that in order to exercise this option I must notify you in writing, and I must not be in default under the terms of the Note or the Security Instrument.

Original LTV 80.01-85.00%

I have a one-time option to reduce the interest rate and margin on my loan by .20% when my loan balance has been reduced to 80% or less of my home's original value. I understand that in order to exercise this option I must notify you in writing, and I must not be in default under the terms of the Note or the Security Instrument.

BY SIGNING BELOW, I accept and agree to the foregoing amendments to the Rider.

Julie Battaglia (SEAL)

Julie Battaglia

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

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File S1524547B - Legal Addendum

LEGAL: PARCEL 1: UNIT 111 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2336 NORTH COMMONWEALTH CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26026335, IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-6, LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 26026335.

ADDRESS: 2336 N COMMONWEALTH, #111  
ORLANDO, IL 60614

FIN: 14-39 200-015-1011

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