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RECORD AND RETURN TO:
PERL MORTGAGE, INC.

1735 NORTH ASHLAND
CHICAGO, ILLINOIS 60622

Prepared by:
MARY SOLLARS
CHICAGO, IL 60622

98197620

DEPT-G1 RECORDING \$41.00
T40009 TRAN 1839 03/12/98 12:16:00
45348 FRC #-98-197620
COOK COUNTY RECORDER

98-018

MORTGAGE

(11)

THIS MORTGAGE ("Security Instrument") is given on MARCH 4, 1998
GARY L. ROTHSCHILD
AND JENNIFER K. ROTHSCHILD, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
PERL MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1735 NORTH ASHLAND
CHICAGO, ILLINOIS 60622
ONE HUNDRED NINETY FIVE THOUSAND AND 00/100

, and whose

(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 195,000.00).

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 APRIL 1, 2028. 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 1819 IN WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM, AS Delineated
ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-32-414-071-1004

98197620

Parcel ID #:

which has the address of 1819 NORTH DAYTON , CHICAGO

Street, City ,

Illinois 60614

Zip Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Instrument Form 3014 9/90
Amended 8/96

LMPD -6R (IL) (8808)

DPS 1089

Page 1 of 6

VMP MORTGAGE FORMS • (800)821-7281

BOX 333-CTI

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9-18-018

in 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.

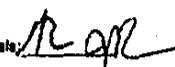
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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

Initials: 

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Form 3014 9/80
Page 4 of 6 DPS 102

CC-BRGL 1980/1

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to the first class mail unless otherwise specified by notice to Lender. Any notice to Lender shall be directed to the Property Address or any other address. Borrower may choose to make this notice by another method. The notice shall be given by first class mail to Lender.

15. Preparation charge under the Note. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of a copy mailing

16. Payment to Borrower. If a return reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this reduced by reducing the principal owed under the Note or by making a direct payment to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limit will be refunded to Lender to exceed the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest of other loans shall be collected or to the collection in connection with the collection of the permitted limit.

17. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, neither any maximum charges with regard to the terms of this Security Instrument or the Note without the Lender's consent.

18. Secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or

Borrower's interest in the Property under the terms of this Security Instrument; (d) is not personally obligated to pay the sum

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to myself, grant and convey that

participation. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

19. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

20. Borrower Not Released; Foreclosure by Lender. Extension of the time for payment of such payments.

21. Borrower Not Released; Foreclosure by Lender Not Responsible. Any application of proceeds to principal shall not exceed or

22. Successors and Assigns. Lender in writing or traps 1 and 2 or change the amount of such payments.

23. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

24. Secured by this Security Instrument, whether or not due.

25. If this Project is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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,

26. If the Project is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, either to restore or repair or to the Property or to the sums

27. Lender is authorized to collect and apply the proceeds, or, in its option, either to restore or repair of the Property or to the sums

28. Unless Lender and Borrower otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

29. unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

30. unless property immediately before the taking is less than the amount of the sums secured immediately before the fair

31. amount of the sums secured in addition before the taking, divided by (a) the fair market value of the Property immediately

32. this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

33. amount of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

34. whether or not due, with any excess paid to Borrower. In the event of a partial taking in which the fair

35. market value of the property immediately before the taking is equal to or greater than the amount of the sums secured by this

36. Security Instrument, unless Borrower and Lender otherwise agree in writing, the sums secured by this

37. condominium or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

38. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

39. Insurance. Lender or its agent may make reasonable estimates upon and inspections of the Property. Lender shall give

40. Inspection. Lender or its agent may make reasonable estimates upon and inspections of the Property. Lender shall give

41. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

42. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

43. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

44. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

45. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

46. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

47. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

48. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

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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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien 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 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


Initialed: 

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07/04

Form 301A 9/10
Page 5 of 6
7-6(R)(1), 1960S

98-018

Property of Cook County Clerk's Office

My Commission Expires:

Given under my hand and official seal, this
24 day of April, 1988.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
'Personally known to me to be the same person(s) whose name(s)
is signed and delivered the said instrument as THIER
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
'Personally known to me to be the same person(s) whose name(s)
is signed and delivered the said instrument as THIER

GARY L. ROTHSCHILD AND JENNIFER K. ROTHSCHILD, HUSBAND AND WIFE
that
, a Notary Public in and for said county and state do hereby certify
that
I, JENNIFER K. ROTHSCHILD, COOK
STATE OF ILLINOIS, COOK
County ss:

Power
(Seal)

JENNIFER K. ROTHSCHILD
GARY L. ROTHSCHILD
Power
(Seal)

Address:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any riders) executed by Borrower and recorded with it.
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument
Security Interest, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
(Check applicable box.)

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> balloon Rider	<input type="checkbox"/> VA Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Biannual Rider	<input type="checkbox"/> Annual Rider	<input type="checkbox"/> Second Home Rider	

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21. including, but not limited to, reasonable attorney's fees and costs of defense.
secured by this Security Instrument without further demand and may foreclose this Security Instrument in full or before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other defect of Borrower to acceleration and foreclosure. If the default is not cured on
information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
(d) fail 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, by which the default must be cured; and
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default shall be cured;
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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RIDER - LEGAL DESCRIPTION

UNIT 1819 IN WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 41 TO 47 BOTH INCLUSIVE, AND THE WEST 60 FEET OF LOT 48 (EXCEPT THE SOUTH 7 32 FEET THEREOF) IN BLOCK 1 OF THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREIN REFERRED TO AS PARCEL); WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85162137, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

98197620

14-32-414-071-1004

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Property of Cook County Clerk's Office

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98-018

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4TH day of MARCH , 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 PERL MORTGAGE, INC.

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

1819 NORTH DAYTON, 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:

WILLOW DAYTON PLACE TOWNHOUSE

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

 -B (9108)01

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Initials: 

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Form 3140 II/80
DPS 1986

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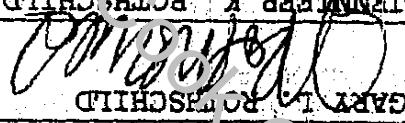
Hanover-G-108101

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

JENNIFER K. ROTSCHEILD

GARY L. ROTSCHEILD

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

- F. Remedies. If Borrower does not pay conditional dues and assessments when due, then Lender may pay interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
- (i) Any amounts which would have the effect of rendering the public liability insurance coverage maintained by the Owner unacceptable to Lender.
- (ii) Any amendment to any provision of the Conditional 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 any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner unacceptable to Lender.
- (iv) Any action taken by Lender in the case of substantial destruction by fire or other casualty or in the case of a termination required by law in the event of abandonment of the Conditional Project, except for abandonment of written consent, either partition or subdivision the Property or consent to:
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.
- Borrower in connection with any condemnation of other than all or any part of the Property, whether or the part of the common elements, or for any convenience 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.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation of all or any part of the Property, whether or the

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

98-018

THIS ADJUSTABLE RATE RIDER is made this 4TH day of MARCH
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 Adjustable Rate Note (the "Note") to PERL MORTGAGE, INC.

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

1819 NORTH DAYTON, 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 6.5000 %. The Note provides for changes in the interest rate and the monthly payments, 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 APRIL 1, 2001, 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 SEVEN EIGHTHS percentage point(s) (2.8750 %) 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/Freddie Mac Uniform Instrument

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VMP-822B (9108).02

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Form 3111 3/85

Initials: 

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Form 3111 3/85
Rev. 08/1986 ISS 407

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(Seal)
Borrower
Lender
(Seal)
Borrower
Lender
Borrower
(Seal)
Lender
Borrower
Lender
Borrower
(Seal)

GARY L. ROTHSCHILD
JENNIFER K. ROTHSCHILD

Rate Rider.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration 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 term or condition by this Security Instrument mentioned. The notice shall provide a period of not less than 30 days from the date the notice is delivered unless Lender releases Borrower in writing.

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

This Security Instrument is acceptable to Lender. Lender 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 if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's option to: (a) Borrower causes to be substituted to Lender information required by Lender to evaluate the exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if all sums secured by this Security Instrument, however, this option shall not be exercised by Lender in full of all sums secured by this Security Instrument. Lender may, at its option, require immediate payment to another person without Lender's prior written consent. Lender may, at its option, sell or transferred and Borrower is not a transfer in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a transfer of the property or a beneficial interest in Borrower, if all or any part of the property of any individual, partnership, corporation, or association, before the effective date of any changes in my interest rate and the notice.

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my payment before the effective date of any changes in my interest rate and the amount of my payment given me and so late and telephone number of a person who will answer any question I may have regarding the notice.

(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.

The interest rate I am required to pay at the first Change Date will not be greater than 8.5000 %. The interest rate I am required to pay at the first Change Date will not be greater than 4.5000 %. The interest rate I am required to pay at the first Change Date is 12.5000 %. The interest rate I am required to pay at the first Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for any single Change Date by more than two percentage points (2.0%).

(D) Limits on Interest Rate Changes
The Note Holder will then determine the amount of the monthly payment 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.

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.

6/26/2020