

UNOFFICIAL COPY

Return To:

PACOR MORTGAGE CORP.
MAIL 3001 WEST 111TH STREET SUITE
TO 102
CHICAGO, ILLINOIS 60655

COOK COUNTY
RECORDER

EUGENE "GENE" MOORE
MARKHAM OFFICE

Prepared By:

Pacor Mortgage/Cathy Jurik
3001 W. 111th Street
Chicago IL 60655

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3528/0122 96 001 Page 1 of 25
2002-05-02 13:31:52
Cook County Recorder 69.50

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8507/0042 83 003 Page 1 of 25
2002-06-21 11:44:08
Cook County Recorder 69.50



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Being re-recorded MORTGAGE
to add Name on vesting

+ Notes
RE-RECORDED DOCUMENT

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DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 1, 2002 together with all Riders to this document.

(B) "Borrower" is James J Jurik

AND Janet Jurik, Husband and Wife

AND Brian Ragona, M.D.

AND Elizabeth Ragona, Husband and Wife

AND Catherine Quinlan, An unmarried woman

AND Mary Grace Quinlan, An unmarried woman

and DAVID S. ROWE UNMARRIED

M.D.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is PACOR MORTGAGE CORP.

Lender is a ILLINOIS CORPORATION
organized and existing under the laws of THE STATE OF ILLINOIS

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Form 3014 1/01

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

VMP-6(I)(2010)01

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to a "federally related mortgage loan," even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to any additional or successor legislation or regulation that governs the same subject matter. As used here, or any additional or successor legislation or regulation that governs the same subject matter.

implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, "RESPA" means the Residential Settlement Procedures Act (12 U.S.C. Section 2601 et seq.), and its Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

(vi) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the loan.

(vii) "Property" means land or condition of the Property.

(viii) "Conveyance in lieu of condemnation, or (iv) misappropriations of, or embezzlements to, the Property"; (ix) damage to, or destruction of, the Property; (x) condemnation or other taking of all or any part of the Property; (xi) any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) by any third party (other than insurance company, compensation settlement, award of damages, or proceeds paid (xii) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid (xiii) "Escrow Items" means those items that are described in Section 5.

transfers, mechanics' liens, transfers initiated by telephone, wire transfers, and automated clearinghouse transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse or credit an account. Such item includes, but is not limited to, point-of-sale transfers, automated teller instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit check, draft, or similar paper instrument, which is issued through an electronic terminal, telephone association or similar organization.

(j) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by non-applicable judicial opinions.

(k) "Ordinances and administrative rules, standards or orders (that have the effect of law), as well as all applicable federal, state and local statutes, regulations, associations and other non-applicable judicial opinions.

(l) "Community Association Due, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the property by a condominium association, homeowners' association or similar organization.

Adjustable Rate Rider Condominium Rider Second Home Rider
 Balloon Rider Planned Unit Development Rider 1-4 Family Rider
 VA Rider Biweekly Payment Rider Other(s) [specify]

Riders are to be executed by Borrower [check box as applicable]:

(G) "Ride is" means all sums due under this Security Instrument that are executed by Borrower. The following rider is to be used under the Note, and all sums due under this Security Instrument, plus interest.

(C) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges property.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the property.

(U.S. \$236,000.00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than May 1, 2032

The Note states that Borrower owes Under Two hundred thirty-six thousand and 00/100 Dollars (\$236,000.00) "Note" means the promissory note signed by Borrower and dated May 1, 2002

Lender is the mortgagor under this Security Instrument.

CITIES, ILLINOIS 60655

Lender's address is 3001 West 111th Street-Suite 103

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purposes in Section 3. Parties do under the Note and this Security Instrument shall be made in U.S. property taxes and late charges due under the Note. Borrower shall also pay funds for Escrow taxes Borrower shall pay whom due the principal of, and interest on, the debt created by the Note and any 1. Payment of Principal, Interest, Escrow Items, Preparation Charges and Late Charges.

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

covertants with limited variations by jurisdiction to constitute a uniform security instrument covering real

THIS SECURITY INSTRUMENT combines covenants for moral and ordinary

claims and demands, subject to my combinations of record.

combinations of record. Borrower warrants and will defend generally the title to the Property against all the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for

BORROWER COVENANTS that Borrower is lawfully seized of the estate being conveyed and has

security instrument as the "Property".

additions shall also be covered by this Security instrument. All of the foregoing is referred to in this

agreements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all

(Property Address):

Chicago

1322 S. Prairie Avenue Private, Unit 508

Parcel ID Number: 17-22-110-031-0000

(City), Illinois 60605 (Zip Code)

which currently has the address of

see the back

or back

see the back

COUNTY

(Type of Recording Jurisdiction):

This Security Instrument secures to Lender (i) the repayment of the loan, and all renewals, continuations and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey his Security Interest and the Note. For this purpose, the following described property located in the Lender and Lender's successors and assigns, the following described property located in the

TRANSFER OF RIGHTS IN THE PROPERTY

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

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Such Note and this Security instrument or performance of the covenants and agreements contained by this Note will have no effect if Lender shall relieve Borrower from making payments due under principal balance prior to foreclosure. No offset or claim which Borrower such funds to return them to Borrower. If not applied earlier, such funds will be applied to the outstanding loan balance. Lender may hold such unpaid funds until Borrower makes payment to bring the loan current. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unpaid funds. Lender may apply such unpaid funds until Borrower makes payment to bring the loan current, without waiver of any rights Lender or payee to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such unpaid funds at the time such payments are due, unless, without waiver of any rights Lender or payee to its rights to refuse such payment or partial payment in the future, Lender may accept any payment of partial payment insufficient to bring the loan current, without waiving any payment of partial payment or partial payments are insufficient to bring the loan current. Lender may receive payment of partial payment in the form of a promissory note or otherwise, provided that such payment is in addition to the amount of the original note. Lender may receive payment of partial payment in the form of a promissory note or otherwise, provided that such payment is in addition to the amount of the original note.

However, if any check or other instrument received by Leader as payment under the Note or this security instrument is returned to Leader unpaid, Leader may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Leader: (a) cash; (b) money order; (c) certified check; bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a state or national bank.

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4. Charges, Licenses, Bottowever shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Interest and leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Bottowever shall pay them in the manner set forth in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Interest unless Bottowever fails to pay the amount of the obligation secured by the lien in a timely acceptable manner, but only so long as Bottowever is performing such agreement, (b) commences the lien in good faith, or defrains against the documentation of the lien in, legal proceedings which in Lender's opinion create to prevail the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) securities from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender is a party to a lease which can attain priority over this Security Interest, Lender may give Bottowever a notice indicating the

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, Borrower shall notify Borrower to remediate by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage up to the amount held in escrow, as defined under RESPA. Lender shall monthly pay metrics. If there is a deficiency of Funds held in escrow, as defined under RESPA, but is no more than 12 months, Lender shall account necessary to make up the shortage up to the amount held in escrow, as defined under RESPA, and Borrower shall pay to Lender the deficiency in accordance with RESPA, but is no more than 12 months. Only Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but is no more than 12 months.

such amounts, shall be taken required under this section.

due for any Escrow Items for which payment of Funds has been earned by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to cover and affect "covered and affected" securities and instruments used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a written, and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in

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All insurance policies required by Lender and receivers of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagor and/or as an additional loss payee. Lender shall have the right to hold the policies and repossess certain rights, if Lender receives, if Borrower obtains any form of insurance coverage, due otherwise required by Lender, certain notices, if Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and cancellation fees. If Lender requires, Lender shall have the right to hold the policies and repossess certain rights, if Lender or the Proportion of the Premium, such policy shall include a standard mortgage clause and for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and in writing, any insurance proceeds, whether or not the underlying insurance was owned by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is reasonably feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall hold such insurance proceeds until Lender has had an opportunity to inspect such Property, to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly, Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless otherwise specifically set forth in the applicable Law or regulations, interest is to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. All the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied by Lender to the sum accrued by this Security instrument, unless Lender or the holder of the instrument or receiver of the instrument, shall be liable for the amount of the insurance proceeds so held.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance to cover any loss or damage resulting from such failure at Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might not fully protect Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might not provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender.

Within 10 days of the date on which last notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

The Property insures against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone certification, certification and recording services, or (b) a one-time charge for flood zone determination and certification services such that changes each time remapping occurs occur with the payment of any fees imposed by the Federal Emergency Management Agency in connection with the reasonable notice afforded Borrower shall also be responsible for the costs of any such changes.

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(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (b) the Security Instrument is a legal proceeding that might significantly affect Lender's interest in the Property and/or Lender's right to receive payment under the instrument; or (c) Borrower fails to pay any sum secured by a Lien which has priority over this Security Instrument; (d) appealing in court; and (e) paying any sums secured by a Lien on the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a Lien instrument, including proceeding to assessing the value of the Property, and securing and/or preparing instruments, or (b) proceeding to appropriate to protect Lender's interest in the Property and rights under this Security regulations, or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is recommended of a lien which may arisen priority over this Security instrument or to enforce laws or regulations or (d) Lender's interest in the Property is threatened by a third party.

Leender or its agents may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Leender may inspect the interior of the improvements as on the Property. Leender shall give Borrower notice at the time of or prior to such an inspection specifying such reasonable cause.

7. Preservation of Anticancer and Protection of the Property; Impediments. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or no Borrower is residing in the Property, Borrower shall maintain the Property in a good condition. The Borrower shall not commit any acts which may damage or deteriorate the Property. In case of any damage or deterioration in the Property, Borrower shall repair the same at his own cost. In case of any damage or deterioration in the Property, Borrower shall repair the same at his own cost.

Section 2. If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given in either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance coverage in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Lender) under all insurance policies covering the Property, lessor as such rights are applicable to the Property or Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing. Such insurance proceeds shall be applied in the order provided for in the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in the insurance contracts except which are beyond Borrower's control.

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As a result of these arrangements, Landers, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) a portion of the premium (or might be characterized as) a portion of Borrower's payments for Motor vehicle insurance, in exchange for sharing the majority of the insurer's risk or reducing losses. It such agreement provides that an affiliate of Landers takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further, (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for property insurance, or any other terms of the Loan. Such agreements will not increase the amount borrowed from us, and they will not affect the multiple Borrower is to pay pursuant to the Note.

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(b) Any such assignments will not affect the rights Borrower has - if any - with respect to the homeowner's protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the insurance premium if it were unearned at the time of such cancellation or refund of any Mortgagee insurance premiums that were unearned at the time of such cancellation or coverage of any Mortgagee insurance, to have the Mortgagee insurance terminated earlier to receive a Mortgagee insurance, to receive certain disclosures, to request and obtain cancellation of the insurance premium if it were unearned at the time of such cancellation or refund of any Mortgagee insurance premiums that were unearned at the time of such cancellation or coverage of any Mortgagee insurance.

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co-signer's consent, subject to the provisions of Section 18, any Successor in Interest of Borrower shall obtain Borrower's obligations under this Security Instrument unless Lender agrees to such release in writing, and is approved by Lender, shall obtain Borrower's consent to the conveyance and as requirements of this Security Instrument shall bind (except as provided in Borrower's obligation to pay all attorney fees and costs incurred by Lender in collecting on this Note or in foreclosing on the security for this Note) all rights and benefits under this Note and this Security Instrument unless Lender agrees to such release in writing, and is approved by Lender.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower certifies that all agreements that Borrower's obligations and liability shall be joint and several. However, any Borrower who signs this Security Instrument but does not execute the Note (a "Co-signer") is co-signing this instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forgive or renew this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument, and (d) is not personally liable to pay the sums secured by this Security Instrument or the debts of any other Borrower.

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to release to Lender the sum secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower to exceed the sum for payment of otherwise modify the amountization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower or to release to Lender's satisfaction the amount of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower.

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11. Borrower's Copy: Borrower shall be given one copy of the Note and of this Security Instrument.
12. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,
Transfer, in the "Property," means any legal or beneficial interest in the Property, including, but not limited
to, the beneficial interests unassumed in a bond for deed, contract for deed, installment sales contract or
any other instrument by which a person acquires an interest in the Property, but not limited to a pur-
chaser for value; and the "Beneficial Interest" means any interest in the Property, including, but not limited
to, the beneficial interests unassumed in a bond for deed, contract for deed, installment sales contract or
any other instrument by which a person acquires an interest in the Property, but not limited to a pur-
chaser for value.

13. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,
Transfer, in the "Property," means any legal or beneficial interest in the Property, including, but not limited
to, the beneficial interests unassumed in a bond for deed, contract for deed, installment sales contract or
any other instrument by which a person acquires an interest in the Property, but not limited to a pur-
chaser for value; and the "Beneficial Interest" means any interest in the Property, including, but not limited
to, the beneficial interests unassumed in a bond for deed, contract for deed, installment sales contract or
any other instrument by which a person acquires an interest in the Property, but not limited to a pur-
chaser for value.

14. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,
Transfer, in the "Property," means any legal or beneficial interest in the Property, including, but not limited
to, the beneficial interests unassumed in a bond for deed, contract for deed, installment sales contract or
any other instrument by which a person acquires an interest in the Property, but not limited to a pur-
chaser for value; and the "Beneficial Interest" means any interest in the Property, including, but not limited
to, the beneficial interests unassumed in a bond for deed, contract for deed, installment sales contract or
any other instrument by which a person acquires an interest in the Property, but not limited to a pur-
chaser for value.

15. Provide a period of not less than 30 days from the date the notice is given in accordance with Section 15
within which Borrower must pay all sums secured by this Security Instrument to Borrower fails to pay
these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law

16. Lender exercises his option to foreclose or demand payment of all sums secured by this Security
Instrument without further notice or demand on Borrower.

16. Governing Laws; Governing Body; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and provisions contained in this Security Instrument insofar as they relate to the Property.

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requisites in connection with a notice of transfer of servicer. If the Note is sold and transferred the servicer provided by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note Purchaser.

Nickele Borrows nor Lender may communicate, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by Security Instrument in complicity with the other party or Lender has notified the other party (with such reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such period after the giving of such notice of such period as is reasonable for the other party to take corrective action). All the time period within which must elapse before certain action can be taken, this time period shall be deemed to be measured to satisfy the notice and opportunity to take corrective opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action of acceleration given to the note of acceleration and period. All the time period within which must elapse before certain action can be taken, this time period shall be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and additional law provides a time period within which must elapse before certain action can be taken, this time period after the giving of such notice to take corrective action. If either party hereto fails to take corrective action and afforded the notice of such period as is reasonable for the other party to take corrective action, the other party may terminate this agreement.

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25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's assignment with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, provide Borrower's coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Lender, but only after Lender's agreement to Lender's purchase of the collateral or the cancellation of the insurance. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Lender, but only after Lender's agreement to Lender's purchase of the collateral or the cancellation of the insurance.

24. Waiver of Homeestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

23. Release Upon Payment of All sums secured by this Security Instrument, Lender shall release this charging of the fee is permitted under Applicable Law.

including, but not limited to, reasonable attorney's fees and costs of the defense, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, without further demand and may foreclose this Security Instrument by judicial proceeding. Lender option to require immediate payment in full of all sums secured by this Security Instrument and to accelerate. If the default is not cured or before the date specified in the notice, Lender at his discretion proceeding the non-existence of a default or any other defense of Borrower to acceleration of, or before the date specified in the notice may result in acceleration of the Property. The notice shall describe in full the date specified in the notice 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 Property. The notice shall describe in full the date specified in the notice 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 must be cured; and (b) the action required to cure the default; (a) the action required to cure the default; (c) a date, not less than 30 days from the date acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) acceleration of any covenant or agreement in this Security Instrument (but not prior to the date the defaulter gives notice to Borrower prior to acceleration following

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

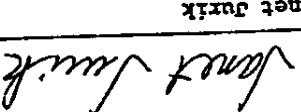
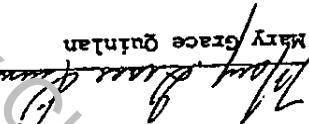
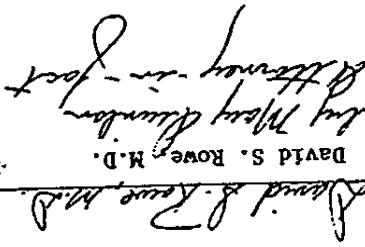
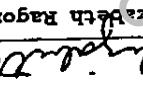
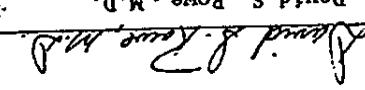
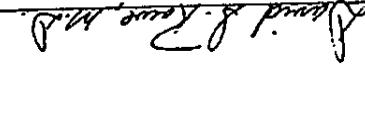
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Form 3814 1/01
2004-14
P-6(L) (Rev. 1-15)

Page 14 of 15

055399935
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Security Instrument and in any Rider executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this	Witness:  Janet Durkik (Seal)
 James A. Durkik (Seal)	Witness:  Mary Grace Quinlan (Seal)
 Brian Ragoona, M.D. (Seal)	 David S. Rose, M.D. (Seal)
 Linda L. Ragoona (Seal)	 David S. Rose, M.D. (Seal)
 Barbara J. Quinn (Seal)	 Christopher J. Quinn (Seal)
 Michael J. Quinn (Seal)	 Christopher J. Quinn (Seal)

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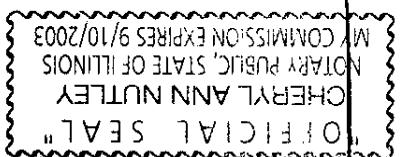
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20014-15
Form 3014 1/01

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055399935
eFile (eFiling)

A
G
CPR
MHD
JFK
HCCS



My Commission Expires:

Given under my hand and official seal, this 1st day of May, 2002

Witnessed as his/her/their true and voluntary act, for the uses and purposes herein set forth
and subscribed before me this day in person, and acknowledged that he/she they signed and delivered the said
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument.

STATE OF ILLINOIS, ILLINOIS
County of: *Cook*
I, *Elizabeth Ragone and Catherine Quintan and Mary Grace Quintan*,
do hereby certify that James J. Zurik and Janet Zurik and Brian Ragone, M.D.,
and Elizabeth Ragone and Catherine Quintan and Mary Grace Quintan
are personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument.

0020562423

THAT PART OF LOTS 1, 2, 3 AND 4 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EASEMENT PARCEL B:

THE NORTH 50.0 FEET OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL A:

THAT PART OF LOTS 1, 2, 3 AND 4, TAKEN AS A TRACT, IN CONNOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

NON-EXCLUSIVE LICENSES AND ASSESSMENTS FOR THE BENEFIT OF PARCEL I FOR PROTECTION AND MAINTENANCE OVER THE GOALS/INTENT DESCRIBED IN LAND:

PARCELS 2:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING THE EAST LINE OF SOUTH INDIANA AVENUE PER DOCUMENT #3954909, 133.49 FEET, THENCE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS 58 MINUTES 58 SECONDS EAST, THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 131.44 FEET, THENCE SOUTH 00 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 217.49 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 131.52 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 217.49 FEET TO THIS POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #0020457530, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE PART OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

UNITS 508 and 604 IN THE TOWER I RESIDENCES CONDOMINIUMS, AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL STATE:

PAGE 1:

LEGAL DESCRIPTION

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BEGINNING AT A POINT 85.39 FEET NORTH AND 227.34 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 74.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.63 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 74.58 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.63 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL 2:

BEGINNING AT A POINT 90.16 FEET NORTH AND 85.82 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST, A DISTANCE OF 217.49 FEET, THENCE SOUTH 89 DEGREES 08 MINUTES 41 SECONDS EAST, A DISTANCE OF 131.44 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 217.49 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 131.52 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 1:

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LAW OFFICES OF COOK COUNTY ATTORNEY
 340 W. MADISON STREET, SUITE 1400
 CHICAGO, ILLINOIS 60606-4222
 (312) 443-3400 FAX: (312) 443-3401
 E-MAIL: info@cooka.org

PROPERTY OF COOK COUNTY ATTORNEY'S OFFICE

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, IN THE DECLARATION OF CONDOMINIUM
 ASSESSMENTS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL
 ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH
 IN THE DECLARATION OF CONDOMINIUM
 IN THE PROVISIONS OF SAID DECLARATION IN SAID DECLARATION THE SAME AS
 RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION AND STIPULATED AT
 THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT
 LENGTH HEREIN."

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND
 ASSIGNEES, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL
 ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH
 IN THE DECLARATION OF CONDOMINIUM
 IN THE PROVISIONS OF SAID DECLARATION IN SAID DECLARATION THE SAME AS
 RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION AND STIPULATED AT
 THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT
 LENGTH HEREIN."

PIN: 17-22-110-031-0000
 DOCUMENT # 0020457530.
 PARCEL 3: ECONOMIC RIGHT TO USE STORAGE SPACES. 34 LIMITED COMMON ELEMENT AS
 DEPICTED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS
 DOCUMENT # 0020457530.

L.L.C. RECORDED APRIL 22, 2002 AS DOCUMENT #0020457528.
 SAID EASEMENTS CREATED BY GRANT OF ACCESS EASEMENTS MADE BY MUSEUM PARK EAST.

0020562423

2021-5-1

VMP MORTGAGE FORMS - (800) 521-7291

Form 3240-2/91 (W-GR (0008))

SE666ESSO

MULTI-TATE CONDOMINIUM RIDE-THROUGH Family-Friendly Measured & Custom STURMEN

B. Property Insurance. So long as the Owners Association maintains, it is a generally accepted insurance practice to use commercial insurance companies.

A Conditional Trust Deed instrument, Borrower shall pay all of Borrower's obligations under the instrument, Borrower and Lender further covenant and agree as follows:

CONDONATION COVENANTS. In addition to the covenants and agreements made in the Security

[Name of condominium project] is the name of a condominium unit which acts for the condominium project ("Condominium Project"). It is the name of a corporation or other entity which acts for the condominium project ("Condominium Association"). The Condominium Project holds title to property for the benefit of its members or shareholders, the property also includes Boarder's interest in the Owners Association and the use, proceeds and benefits of Boarder's interest.

Restdadnare **Cybersecurity**

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

(under) of the same date and covering the Property described in the Security Instrument and located at
1322 S. Prairie Avenue Private, Unit 508, Chicago, Illinois 60605

THIS CONDOMINIUM RULES Note to RACOR MORTGAGE CORP.
day of May, 2002

CONDOMINIUM RIDEK

0020502423

Form 3140 1/PD
2021-02

Page 2 of 3

(8000) R-8 1/14

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E. Leader's Prior Consent: Borrower shall not, except after notice to Leader and with Leader's
consent by the security instrument as provided in section 11,
prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment of
removal of the condominium Project, except for the removal of remittitton required by law in the
case of substantial destruction by fire or other casualty; or (ii) the case of a taking by condemnation or
eminent domain; (iii) any amendment to any provision of the Condominium Documents if the
express intent of Leader, (iv) termination of professional management and assumption of
self-management of the Owners Association, or (v) any action which would have the effect of reducing
the public liability insurance coverage maintained by the Owners Association under
the public liability insurance coverage maintained by the Owners Association to Leader.

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

D. Compensation and damages. 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 or of the unit or 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

C. Public Liability. In surance. Borrower shall take such actions as may be reasonable to insure that Owners Association maintains a public liability insurance policy acceptable in form, amount, and coverage or not under the circumstances, as the case may be.

cherby assigned and shall be paid to Leeder for application to the sums secured by the Security Instrument, less to the party, whether to the sum or to the excess if any, paid to Bonner.

In the event of a disturbance of property insurance proceeds in lieu of restoration or repair following a loss, the Plaintiff will be entitled to the sum of \$10,000.00 to cover common expenses. Any proceeds payable to Defendants are provided by the master or blanket policy.

What Lender requires as a condition of this waiver can change under the terms of the note.

extreme minimum insurmountable for property insurance on the one hand; and (c) reasonable compensation for damage to the property.

here; (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly interest; and (ii) Borrower's obligation under Section

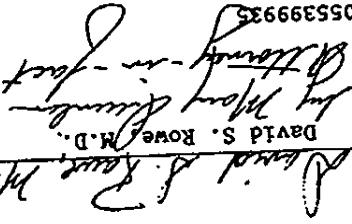
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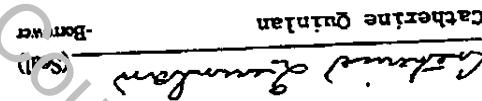
Form 3140 1/01
20215-03

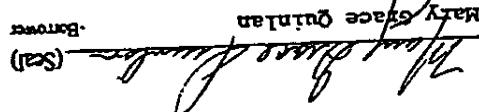

Page 3 of 3

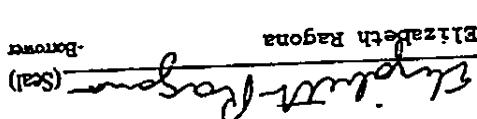
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David S. Rose, M.D.
Borrower

(Seal)

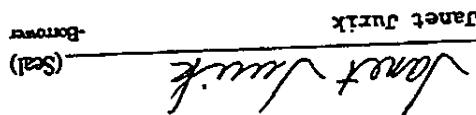
Catherine Quinlan
Borrower

(Seal)

Mary Grace Quinlan
Borrower

(Seal)

Elizabeth Ragone
Borrower

(Seal)

Brian Ragone, M.D.
Borrower

(Seal)

Janeet Jurek
Borrower

(Seal)

James J. Jurek
Borrower

(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this
Instrument.

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Property of Cook County Clerk's Office

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CJL
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Form 57R (0008) VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 4 File # 9179 1/01

MULTISTATE 1-4 FAMILY RIDER - Family Rider Addendum Note(s):

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In this 1-4 Family Rider and the Security Instrument as the "Property".
 In this Security Instrument (or the Rider and the Security Instrument is on leasehold) are referred to
 the Property covered by the Security Instrument. All of the foregoing together with the Property described in
 all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the
 Property, buildings, trades, cutlery and certain rods, method of entries, eaves and attached floor coverings,
 radiators, dishwashers, disposals, washers, dryers, storm windows, storm doors, screens, access
 control apparatus, plumbing, bath tubs, water closets, water closets, sinks, ranges, stoves,
 cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and
 property, including, but not limited to, those for the purpose of supplying or distributing heating
 whatsoever form or character located in, on, or used, or intended to be used in connection with the
 Property covered by the Security Instrument, materials, apparatus and goods of every nature
 property to the extent they are fixtures are added to the Property description, and shall also constitute the
 Property described in the Security Instrument, the following items now or hereafter attached to the
 property and covering and Lender further coveture as follows:

I-4 FAMILY COVENANT. In addition to the covenants and agreements made in the Security
 Instrument, Borrower and Lender further coveture as follows:

[Property Address]

1322 S., Harrison Avenue Private, Unit 508, Chicago, Illinois 60605
 ("Lender") of the date and covering the Property described in the Security Instrument and located at
 such a property's Note to PACOR MORTGAGE CORP.

This I-4 FAMILY RIDER is made this 1st day of May, 2002
 and is incorporated into and shall be deemed to stand and supplement the Mortgage, Deed of Trust, or
 such other Document (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to
 PACOR MORTGAGE CORP.

I-4 FAMILY RIDER
 (Assignment of Rents)

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57R (0008)

055399935

H. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION.
Borrower absoluely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each claim of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default to Lender or Lender's agents; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment and not an assignment for security only. If Lender gives notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents, the tenant(s) shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security instrument; (iii) Lender shall be entitled to collect and receive all of the Rents of the Property.

G. ASSIGNMENT OF LEASES. Under Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold basis.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

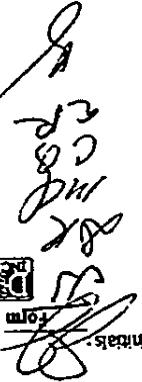
D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

C. SUPERORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lienholder to the Security instrument to be perfected against the Property without Lender's prior written permission.

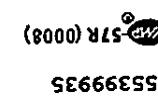
B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any government body applicable to the Property.

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 Form 3170 1/01
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 57R (0008)

which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

I. CROSS-DEFALKT PROVISION. Borrower's default on each of the notes under any note or agreement in

Lender, or Lender's agents or a judge tally appointed receiver, shall not be required to enter upon, take control of or retain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judge tally appointed receiver, shall not be required to enter upon, under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising his rights indefinitely of Borrower if Lender secures by the Security Instrument pursuant to Section 9.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the inadequacy of the Property, Lender for such purposes shall become property and of collection the Rents any funds expended by Lender for such purposes shall become indefinitely of Borrower if Lender secures by the Security Instrument pursuant to Section 9.

The Property and collect the Rents and profits derived from the Property without any showing as to the received; and (v) Lender shall be entitled to have a receiver appointed to take possession of and manage Lender's affairs or any judicially appointed receiver shall be liable to account for only those Rents actually other charges on the Property, and then to the sums secured by the Security Instrument; (vi) Lender, premium, sums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and allocated by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, agreements upon Lender's written demand to the tenant; (vii) unless applicable law provides otherwise, all Rents agreed upon Lender's written demand to the tenant; (viii) unless applicable law provides otherwise, all Rents

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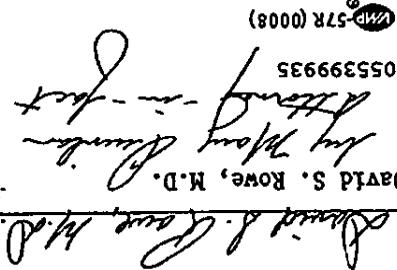
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Form 3170 1/01
20216-01

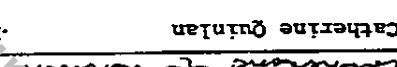

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WMP-57R (0008)

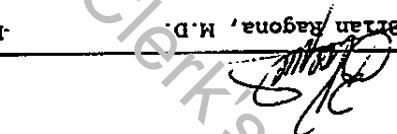
(Seal) _____
Borrower

David S. Rose, M.D. (Seal)
055399935

Borrower

(Seal) _____
Borrower

Catherine Quinlan (Seal)
Borrower

Borrower

(Seal) _____
Borrower

Elizabeth Ragone (Seal)
Borrower

Borrower

(Seal) _____
Borrower

Janeet Jarrik (Seal)
Borrower

Borrower

1-4 Family Rider.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this

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