

WHEN RECORDED MAR 21 73

Household Bank, F.O.B.

180 Mittel Drive  
Wood Dale, IL 60191  
LOAN NUMBER: 6015047



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DEPT-01 RECORDING  
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COOK COUNTY ILLINOIS

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Open About This Line For Recording Dates

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
The Mortgage is **GIUSEPPE URSO AND CHRISTINA URSO, HIS WIFE AND MARIA URSO, A SINGLE WOMAN** (Borrower). This Security Instrument is given to  
**HOUSEHOLD BANK, F.O.B.** (Lender). Borrower owes Lender the principal sum of

Household Bank, F.O.B.  
which is organized and existing under the laws of  
180 Mittel Drive, Wood Dale, IL 60191

**NINETY SIX THOUSAND AND NO/100**  
Dollars (U.S. \$ **96,000.00**). 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 1ST, 2007**. 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 debts, with interest, advanced under paragraph 7 to protect Lender's security of this Security Instrument; and (c) the performance of the Borrower's obligations 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:

LOT 38 IN COLONIAL HEIGHTS 1ST ADDITION, BEING A SUBDIVISION OF PART OF LOTS 5, 6 AND 7 IN CHIVERS DIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF) OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1961 AS TOWNERS DOCUMENT NUMBER 1977989, IN COOK COUNTY, ILLINOIS.

PIB: 88-10-404-010

which has the address of **701 SOUTH HATFIELD** Street  
Chicago **60658** (City Code)  
(Property Address)

ILLINOIS - Single Party - Public Notarization Not Required  
MFLJ1120491

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TOGETHER WITH all the improvements now or hereafter created on the property, and all contents, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day receivable payments on the Note under the Note, and the Note to fund to fund, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over the Security Instrument as a lien on the Property; (b) yearly household payments on ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These sums are called "Escrow Items." Lender may, at any time, collect and hold Funds in an account not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may advance the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items, or otherwise as accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurance company, or other (including Lender, if Lender is such an institution) or a state or Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may charge Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made, or applicable law requires otherwise, Lender shall not be required to pay Borrower any interest or savings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire an interest in the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

**4. Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or liens on 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 created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including winds or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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which the Lender requires. The insurance carrier providing the insurance shall be chosen by the Borrower, subject to the approval of the Lender. The insurance shall not be automatically voided. If the Borrower fails to maintain coverage, or if the Lender's opinion, based on coverage in general, Lender's rights in the Property in connection with the mortgage and interests shall be jeopardized to Lender and shall include a number of the rights to hold the policies and interests. If Lender requires, Borrower shall promptly provide evidence and removal claims. In the event of loss, Borrower shall give prompt notice to the Lender and may make good of loss if not made promptly by Borrower.

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the repair or replacement of the Property or to the repair or replacement of the Property if the insurance proceeds are not automatically available to Lender's security interest. The proceeds shall be used to repair or replace the Property, or if not so used within 30 days of the date of the loss, the Lender may make a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or to pay costs incurred by this Security Instrument, whether or not that date. The Lender may also use the proceeds to pay the costs of the loss.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal or interest shall be subject to the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the Property is repaired by Lender, Borrower's right to any insurance proceeds shall be subject to the Property prior to the acquisition shall pass to Lender to the extent of the costs of the loss and the amount of the proceeds.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Obligations.** Borrower shall occupy, maintain, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which may be subject to a written waiver. If the Borrower is not the owner of the Property, the Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's opinion could result in forfeiture of the Property or otherwise materially impairs the lien created by the Lender security interest. Borrower may cure a default and recover, as provided in paragraph 10, or proceeding to be dismissed with a ruling that in Lender's good faith determination, the Borrower's interest in the Property or other secured instrument of the lien created by the Security Instrument is not materially impaired. Borrower shall also be in default if Borrower during the application process furnishes false information or statements to Lender for the purpose of providing Lender with any material information with the lien evidenced by the Note, including, but not limited to, representations concerning the Property as a principal residence. If the Security Instrument is on a first mortgage, Borrower shall comply with the terms of the Note. If Borrower occupies for sale to the Property, the Borrower and the Note shall be subject to the terms of the Note.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the obligations contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Property (such as a proceeding in bankruptcy, probate, foreclosure or to collect a debt from Lender may do and pay for whatever is necessary to protect the value of the Property and the Property. Lender's actions may include paying any costs incurred by a lien which has priority over the Property, including in court, paying reasonable attorneys' fees and charges on the Property, or making repairs to the Property 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 the Borrower under the Security Instrument. Unless Borrower and Lender agree in writing on terms of payment, these amounts shall be due and payable at the time and shall be payable, with interest, upon notice for payment.

**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance. If the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall promptly obtain coverage substantially equivalent to the mortgage insurance previously in effect, or provide a cash reserve approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Lender may require a cash reserve equal to one-twelfth of the year's mortgage insurance premium being provided by Lender. Lender will accept, and will retain three percent of mortgage insurance. Cash reserve payments may no longer be required, if the mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an other insurance becomes available and is obtained. Borrower shall pay the premiums required to maintain the mortgage insurance in effect, or to provide a cash reserve, until the requirement for mortgage insurance ends in accordance with the agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property at any time for the purpose of inspecting or verifying compliance with the terms of the Security Instrument.

**10. Condemnation.** The proceeds of any award or claim for damages, benefit or interest in the event of a condemnation of the Property shall be applied to the principal and interest on the Security Instrument.

subject to the terms of the Security Instrument.

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Lender shall not be liable for any loss or damage to the Property.

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... maintenance or other taking of any part of the Property, or for encroachment in line of condemnation, are hereby agreed and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not there is, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds distributed by the following: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due then.

If the Property is destroyed by Borrower, or if, after notice by Lender to Borrower that the conditions effect to make an award or make a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Performance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor or assignee of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or release in regard time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any right or remedy.

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

13. Loan Charges. If the sums secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the prescribed limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the prescribed limit, and (b) any sums already collected from Borrower which exceeded prescribed limit will be refunded to Borrower. Lender may choose to not be so reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. 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 confirmed 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 (a) 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 consent 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 those sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower makes certain conditions, Borrower shall have the right to have redemption of this Security Instrument accelerated at any time prior to the notice of (a) 5 days (or such other period as

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(11/11/05)

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All Riders to this Security Instrument. If one or more riders are a part of this Security Instrument, the covenants and agreements of each such rider supplement the covenants and agreements of this Security Instrument. (Check applicable boxes)

- Adjustable Rate Rider
- Guaranteed Payment Rider
- Balloon Rider
- Other (per 301)
- Condominium Rider
- Vacant Unit Develp
- Rate Improvement R

... and recorded together with ... and shall stand as ... a part of this Security

- 1-4 Family Rider
- Divorced Payment Rider
- Second Home Rider

BY SIGNING BELOW, I have accepted and agreed to the terms and conditions of this Security Instrument and to any rider if executed by Borrower and recorded

... to pages 1 through 6 of this

Witness

Witness

Giuseppe Orso (Seal)  
 GIUSEPPE ORSO  
 Social Security Number 333-44-2222 Serial Serv

Maria Orso (Seal)  
 MARIA ORSO  
 Social Security Number 333-44-2222 Ser of Serv

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STATE OF ILLINOIS

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THE UNDERSIGNED

do hereby certify that GIUSEPPE ORSO AND CRISTINA ORSO, of the County of Cook, State of Illinois,

personally known to me to be the

subscribed to the foregoing instrument, appeared before me this day in person

and delivered the said instrument as their free and voluntary act

and without any fraud or undue influence.

Given under my hand and official seal, this 23RD day of

My Commission expires

[Signature]

This instrument was prepared by

STANLEY E. VERPEL  
 REALTOR & BROKER, I.T.B.O.

(Firm)  
 100 Mitchell Drive, Wood Dale, IL  
 (Address)

OFFICIAL SEAL  
 STATE OF ILLINOIS  
 DEPARTMENT OF REVENUE  
 505 EAST WASHINGTON STREET  
 SPRINGFIELD, ILLINOIS 62702

... of the County of Cook, State of Illinois, and MARIA ORSO, A SINGLE (d) whose name(s) are ... acknowledged that they agreed for the uses and purposes therein set

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by the instrument) before sale of the Property pursuant to any power of sale contained in this Security Instrument. There shall be no right of redemption in the Property pursuant to any power of sale contained in this Security Instrument. These conditions are that Borrower: (a) shall not make any other agreement or agreement; (b) pay all expenses incurred in enforcing this Security Instrument, Lender's rights in the Property and Borrower's obligations under this Security Instrument shall remain unchanged. Upon satisfaction by Borrower of all obligations secured hereby shall remain fully effective as if no acceleration had occurred.

24. The Note or a period thereof in the Note (together with this Security Instrument) shall constitute security for the Loan. A sale may result in a change in the name of the Loan Servicer provided in a note of the Note. If there is a change of the Loan Servicer, the name of the change in accordance with paragraph 14 above and applicable law. The notice of the new Loan Servicer and the address to which payments should be made. The notice shall not apply in the case of acceleration under paragraph 17.

25. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any material or substance which is hazardous, toxic, or otherwise dangerous to the health or safety of any person, or which is in violation of any applicable law. The provisions of this paragraph shall not apply to the presence, use, or disposal of any material or substance which is generally recognized to be appropriate in the course of the business of the Property.

26. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any material or substance which is hazardous, toxic, or otherwise dangerous to the health or safety of any person, or which is in violation of any applicable law. The provisions of this paragraph shall not apply to the presence, use, or disposal of any material or substance which is generally recognized to be appropriate in the course of the business of the Property.

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28. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any material or substance which is hazardous, toxic, or otherwise dangerous to the health or safety of any person, or which is in violation of any applicable law. The provisions of this paragraph shall not apply to the presence, use, or disposal of any material or substance which is generally recognized to be appropriate in the course of the business of the Property.

29. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any material or substance which is hazardous, toxic, or otherwise dangerous to the health or safety of any person, or which is in violation of any applicable law. The provisions of this paragraph shall not apply to the presence, use, or disposal of any material or substance which is generally recognized to be appropriate in the course of the business of the Property.

30. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any material or substance which is hazardous, toxic, or otherwise dangerous to the health or safety of any person, or which is in violation of any applicable law. The provisions of this paragraph shall not apply to the presence, use, or disposal of any material or substance which is generally recognized to be appropriate in the course of the business of the Property.

31. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any material or substance which is hazardous, toxic, or otherwise dangerous to the health or safety of any person, or which is in violation of any applicable law. The provisions of this paragraph shall not apply to the presence, use, or disposal of any material or substance which is generally recognized to be appropriate in the course of the business of the Property.

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