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Doc#: 0521335191

Eugene "Gene" Moore Fee: \$40.00 Cook County Recorder of Deeds Date: 08/01/2005 01:10 PM Pg: 1 of 9

Return To:

Argent Mortgage Company, LLC P.O. Box 5047 Rolling Meadows, IL 60008

Prepared By: Argent Mortgage Company, LLC

Jose Robles 1701 Golf Rop. Lolling Meadows, IL 60008

MORTGAGE

THIS MORTGAGE is made this 20th JAMES A AMATO

Of County day of July, 2005

, between the Mortgagor,

Argent Mortgage Company, LLC

existing under the laws of Delaware One City Boulevard West Orange, CA 92868 (herein "Borrower"), and the Mortgagee,

, a corporation organized and , whose address is

(herein "Lendor"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 35,400.00 and extensions and renewals indebtedness is evidenced by Borrower's note dated July 20, 2005 thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not Sooner paid, due and payable on August 1, 2035

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest there by the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to

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07/20/2005 1:55:30

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

008162535/2

Form 3814

VMP Morigage Satulions (800)521-7201

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BOX 334 CTT

SOCT 888

0521335191 Page: 2 of 9

UNIT 4-2D, G-4-2D

## UNOFFICIAL CO

STREET ADDRESS: 6950 HERITAGE CIRCLE

COUNTY: COOK

CITY: OAK FOREST

TAX NUMBER: 28-18-100-017-0000

### **LEGAL DESCRIPTION:**

IN THE COMMON ELEMANTS.

UNIT NUMBER 4-2D I BUILDING NO. 4, AND GARAGE UNIT G-4-2D IN GARAGE BUILDING NO. 4 IN HERITAGE RIDGE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 1 IN HERITAGE RIDGE CONDOMINIUMS BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 22 ACRES THEREOF AND THAT PART, IF ANY, FALLING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES THEREOF AND NORTH OF THE SOUTH LINE OF THE NORTH 793.68 FEET THEREOF, AND EXCEPT THE SOUTH 40 3/4 ACRES THEREOF, AND ALSO EXCEPT THE WEST 640.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM NUMB.

SS.

COOK COUNTY CLOSER'S OFFICE RECORDED AS DOCUME'T NUMBER 0424534008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST

Jul-20-05 02:50pm From-ARIEN WRITIAO FFICIA 8474398754 OP

Lender the following described property located in the County of COOK State of Illinois:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Parcel ID Number: UNASSIGNED

which has the addrass of 6950 HERITAGE CIRCLE UNIT 2D

[Street]

OAK FOREST

[City], Illinois 60452

[ZIF Code] ("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shar or deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Nor ower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record

UNIFORM COVENANTS. Borrow et and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness

1. Payment of Principal and Interest. Bourower shall prompily pay when due the principal and interest indebtedness evidenced by the Note and late charges as provised in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and intaged are payable under the Note, until the Note is paid in full, a sum (herem "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by 1 ender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an instintional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is fact an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such a general is made or applicable law requires such interest to be paid, Lender to make such a charge. Borrower any interest or the Funds and the purpose for which leached to the Funds was made. The Funds are pledged as additional security for the sums are cented by this Mortgage.

If the amount of the F

dates of taxes, assessments, insurance premiums and ground reats, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground reats as they fall due, such excess shall be, at I'o rower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as Lender may require

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrow's any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, I encer shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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### P.009/059 From-ARCENT MIRTON FFICA 11474999754 OP

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if

5. Hazard 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 such other hazards as Lender may require and in

such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is anthorized to collect and apply the in urance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation ar d Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property a good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provision, of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Be nower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or rianged unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Secretary. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commercial which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take option, upon notice to horrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the plemiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lenge, to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8 Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that

8. Inspection. Lender may make or cause to be made regionable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection perifying reasonable cause therefor related to Lender's interest in

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convey nee in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of the convey of other security agreement with a lien which has

priority over this Mortgage

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor, in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy of or preclude the exercise of any such right or remedy.

of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage or by anortgage, grant and convoy that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to execut, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

Without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower at provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at provided herein. the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any

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## From-ARGEN INTRACOFFICIA 8474396754

notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given

to Borrower or Londor when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be famished a conformed copy of the Note and of this Mortgage at the time of

execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the

16. 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 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage

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 one the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further noute, or demand on Borrower.

NON-UNIFORM COVENANT's Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (1) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured. By this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sams secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Londer's conferation of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings been by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Box over pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Box over cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reason able expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in inforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Not ower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the

obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Be rower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 h reot or abandonment of the

Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the tents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable a top level fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to

Borrower. Borrower shall pay all costs of recordation, if any.

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

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or the other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the

superior encumbrance and of any sale or other foreolosure action. IN WITNESS WHEREOF, Borrower has executed this Mortgago -Borrower Done Color (Scal) -Borrower (Seal) -Borrower (Scal) -Borrower (Sign Original Only) a Notary Public in and for said county and state do hereb personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that and purposes therein set forth. free and voluming act, for the use nigned and delivered the said instrument as Given under my hand and official scal, this My Commission Expires: Notary Public "OFFICIAL SEAL" MARY ANN BUNNELL Notary Public, State of Illinois



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My Commission Expires 04/24/2006

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20th day of July, 2005, 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 Argent Mortgage Company, LLC

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 0950 HERITAGE CIRCLE UNIT 20, OAK FOREST, IL 60452

#### [Property Address]

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

### HERITAGE RIDGE CONDOMINIUM

[Na.ce of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds the 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.

CONDOMENIUM COVENANTS. In addition to the Jovenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform p.l. 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) oy-laws, (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, who i due all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property 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 (including deducrit's levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, carthquakes and floods, from which Lender requires insurance.

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

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Initials:

VMP MORTGAGE FORMS - (800)521

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then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lander requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage

provided by me master or blanket policy.

In the event of a distribution of property 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, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability I surance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintain a public liability insurance policy acceptable in form, amount, and

extent of coverage to Lender.

D. Condemnation. The procesus of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the company elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Londer. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided it Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide us property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or 17 the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Construent Documents if the provision is for the express benefit of Lender; (iii) termination of profession management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and asses are ms when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender gree 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.

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