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Doc#: 0721202147 Fee: \$52.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/31/2007 11:01 AM Pg: 1 of 15

This Instrument Prepared By: Bank of America, NA 100 North Tryon Street Charlotte NC 28255

Teve

**Record and Return To:** Fisery Lending Solutions 27 Inwood Road ROCKY HILL, CT 06067

Loan Number 00007200707524

[Space Above This Line For Recording Data]

Ramachandran Vijay

### MORTGAGE

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated

JUNE 7, 2007

, together

organized

with all Riders to this document.

(B) "Borrower"is

VIJAYANAND RAMACHANDRIN,

SATHIYA SELVARAJ

Borrower is the mortgagor under this Security Instrument.

(C) "Lender"is Bank of America, NA

National Banking Association THE UNITED STATES OF AMERICA

Lender's address is

and existing under the laws of

100 North Tryon Street, Charlotte, North Carolina

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated

JUNE 7, 2007

The Note states that Borrower owes Lender NINETY-EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 98,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full loc later than JUNE 12, 2032

- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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(G) "Riders" means all Riders to this S to be executed by Borrower [check box a	•	ited by Borrower	r. The following Riders	are
<ul><li>☐ Adjustable Rate Rider</li><li>☐ Balloon Rider</li><li>☐ 1 - 4 Family Rider</li><li>☐ Other(s) [Specify]</li></ul>	<ul><li>☐ Condominium Rider</li><li>☐ Planned Unit Development</li><li>☐ Home Improvement Rider</li></ul>		Second Home Rider Biweekly Payment Rider Revocable Trust Rider	
(H) "Applicable Law" means all contradministrative rules and orders (that ha opinions.  (I) "Community Association Dues, I that are imposed on Borrower or the Porganization.  (J) "Electronic Funds Transfer" means or similar paper instrument, which is is magnetic tape so as to order, instruct, of includes, but is not limited to, point-of telephone, wire transfers, and automate (K) Reserved.	Fees, and Assessments" means a roperty by a condominium assorans any transfer of funds, other that titled through an electronic term of puthorize a financial institutionale transfers, automated teller dictering ghouse transfers.	all applicable final dues, fees, association, homeower an a transaction minal, telephonical to debit or cremachine transaction	sessments and other characters association or simple originated by check, disconstrument, computer edit an account. Such to tions, transfers initiated	rges nilar raft, r, or term d by
third party (other than insurance proced destruction of, the Property; (ii) conder lieu of condemnation; or (iv) misrepress (M) Reserved.  (N) "Periodic Payment" means the recommendation, Regulation X (24 C.F.R. Passuccessor legislation or regulation tha "RESPA" refers to all requirements and even if the Loan does not qualify as a "form of the condemnation of the loan does not qualify as a "form of the	eds paid under the coverages destination or other taking of all or a entations of, or omissions as to, to gularly scheduled amount diversettlement Procedures Act (12 Jurt 3500), as they might be ament governs the same subject mat restrictions that are imposed in rederally related mortgage loan for the cover means any party that has taken	or principal and in Section of Principal and Institute of Pr	n 5) for: (i) damage to roperty; (iii) conveyance condition of the Proper interest under the Note. seq.) and its implement time, or any additionant this Security Instrumally related mortgage to roperty, whether or not	o, or ce in crty. nting d or nent, oan"
TRANSFER OF RIGHTS IN THE PROP	ERTY		0/50	
This Security Instrument secures to L modifications of the Note; and (ii) the Instrument and the Note. For this purpos successors and assigns the following de COUNTY	performance of Borrower's cover, Borrower does hereby mortgage	renants and agre ge, grant and con	ements under this Secu	ırity
	OI		=	•
[Type of Recording Jurisdiction]		[Name of Recordin	g Jurisdiction]	

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SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 1841 S CALUMET AVE APT 2105 [Street] CHICAGO , Illinois

606164816 ("Property Address"): [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fix'ere's now or hereafter a part of the property. All replacements and additions shall also be covered by this Security in strument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower 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 warrants and will defen a generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines puriform 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, Interest, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Now and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent paymen's 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 eleck is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan surrent. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, by Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; and (b) principal due under the Note. Such payments shall be applied to each Periodic Payment in the order in which

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it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

- 3. Reserved.
- 4. Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security ins rument that is a lien having priority over this Security Instrument. Borrower shall pay all taxes, assessments, charge, these, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Except for a lien Borrower disclosed to Lender in Borrower's application or in any title report Lender obtained, Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the payment of the payment of the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such or ceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the Lender to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security Instrument.

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.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term extended coverage," and any other hazards including, 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 sentences 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 determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and 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 or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might 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. Any amounts disbursed 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 to Borrower requesting payment.

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All insurance policies required by Lender and renewals 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 mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such copiir and restoration period, Lender shall have the right to 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 sing'e payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest 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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be order provided for in 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 vithin 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 acquire; the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds 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 Borrower) under all insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in older to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property of damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 7. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal

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proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, climinate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amour is a sbursed by Lender under this Section 8 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 to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

### 9. Reserved.

10. Assignment of Miscellaneous Proceeds: Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the terms of ary mortgage, deed of trust, or other security instrument with a lien which has priority over this Security Instrument

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and London's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous 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 pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless ar agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration on repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied on the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Misce b neous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair r.ar. Let value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater that the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under his Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscell are ous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for v. Section 2.

- 11. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Joint and Several Liability; Co-signers, Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, snall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Horrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The coverants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in correction with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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- 14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notic: I quired by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 15. Governot, Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the 'aw of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender: (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date as purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Lav.

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 given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these stans prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the parliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, to the extent authorized by Applicable Law; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (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

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whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is save to 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.

Neither Borrover nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member (a'a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party national provision of, or any duty lowed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be then ed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or vaste; by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remodian action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental (1 aw, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are gene ally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument vitiout further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Up n payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower (12) I pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the iee's paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 23. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois becoastead exemption laws.
- 24. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrowe's agreement 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, protect Borrower's interests. The coverage that Lender purchases n'av 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 Borr wer has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lende, may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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BENEFICIARY REQUESTS NOTICE OF THAT A PRIORITY LIEN HOLDER TA THE PROPERTY, INCLUDING DEFAU	KES WITH REGARD TO
BY SIGNING BELOW, Borrower accepts and agree Instrument and in any Rider executed by Borrower and rec	es to the terms and covenants contained in this Security corded with it.
VIJAYAN'ND RAMACHANDRAN -Borrower	SATHIYA SELVARAJ (Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	-Borrower
	OUNT C
	-Borrower

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### SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF COOK AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

#### PARCEL 1

UNIT 2105/GU-147, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OF THE COMMON ELEMENTS IN THE MUSEUM PARK PLACE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THAT PART OF THE FOLLOWING DESCRIBED TRACT, SAID TRACT BEING COMPRISED OF THE HEREINAFTER DESCRIBED PARCELS C, AND THREE ALL TAKEN TOGETHER, ALL IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCELS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

#### PARCEL C

THAT PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY TN FRACTIONAL SECTION 22, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AT THE INTERSECTION OF SAID LINE WITH THE NORTHERLY LINE OF 23RD STREET VIADUCT, SAID NORTHERLY LINE BEING 60 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING STRUCTURE: THENCE NORTH 16 DEGREES 37 MINUTES 38 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1500.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED; THENCE NORTH 73 DEGREES 22 MINUTES 22 SECONDS EAST, PARALLEL WITH SAID NORTHERLY LINE OF THE 23RD STREET VIADUCT, A DISTANCE OF 151.02; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EASTERLY, WITH A RADIUS OF 5738.60 FIET. THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 17 DEGREES 59 MINUTES 18 SECONDS WEST, A DISTANCE OF 240.13 FEET; THENCE NORTH 19 DEGREES 11 MINUT IS 14 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ATC OF A CIRCLE, A DISTANCE OF 595.75 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1928.20 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 20 DEGREES 44 MINUTES 30 SECONDS WEST, A DISTANCE OF 104.63 FEET TO THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 18TH STREET; THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS WEST ALONG SAID EASTWARD EXTENSION. A DISTANCE OF 117.47 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF RAILROAD: THENCE SOUTH 16 DEGREES 42 MINUTES 49 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 908.58 FEET TO THE NORTH LINE OF E. 20TH STREET; THENCE SOUTH 16 DEGREES 37 MINUTES 38 SECONDS EAST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO, PARCEL C

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THE SOUTH 55 FEET OF THAT PART OF LÖT 1 LYING EAST OF CALUMET AVENUE, IN BLOCK 5 IN WILLIAM JONES ADDITION TO CHICAGO; THE NORTH 9 FEET OF THE SOUTH 64 FEET OF LOT 1 LYING EAST OF CALUMET AVENUE IN BLOCK 5 IN WILLIAM JONES ADDITION TO CHICAGO: THE NORTH 55 FEET OF LOT 1 LYING EAST OF CALUMET AVENUE IN BLOCK 5 IN WILLIAM JONES ADDITION TO CHICAGO: ALL THOSE PARTS OF LOTS 51, 52 AND 53 IN BLOCK 10 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND EAST OF CALUMET AVENUE AS NOW LAID OUT AND MARKED ON THE PLAT OF MEEKER'S ADDITION TO CHICAGO, ILLINOIS, AS LOT "AA", IN COOK COUNTY, ILLINOIS, AND DESCRIBED AS FOLLOWS, TO WIT: AN UNDIVIDED HALF OF ALL THAT PORTION OF THE ABOVE DESCRISED PREMISES. LYING EAST OF THE NORTH 68 FEET OF LOT 6 IN CLARKE'S SUBDIVISION OF LOTS 51, AND 52 AND OTHER PROPERTY IN SAID BLOCK 10 INCLUDED BETWEEN 2 LINES RUNNING EAST AND WEST AND FORMED BY THE PROLONGING FASTWARDLY THE NORTH AND SOUTH LINES OF ORIGINAL LOTS 51 AND 52 IN; ALSO, ALL THAT PORTION OF THE REMAINDER OF THE PREMISES IN QUESTION FALLING WITHIN LOT 6 AND TO THE SOUTH 62 FEET OF SAID LOT 52; AND UNDIVIDED HALF OF THOSE PARTS OF LOTS 51, 52, AND 53 IN BLOCK 10 IS ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND EAST OF THE EAST LINE OF CALUMET AVENUE, AS NOW LAID OUT AND MARKED ON THE PLAT OF MEE/CER'S ADDITION TO CHICAGO, AS LOT "AA", DESCRIBED AS ALL THAT PORTION LYCC EAST OF THE NORTH 68 FEET OF LOT 6, IN CLARKE'S SUBDIVISION OF LOTS 51 AND 50 AND THE NORTH 55 FEET OF LOTS 52 AND 55 OF SAID BLOCK 10 INCLUDED BETWEEN 2 LINES RUNNING EAST AND WEST AND FORMED BY PROLONGING EASTWARDLY THE NORTH AND SOUTH LINE OF SAID ORIGINAL LOTS 51 AND 55; IN COOK COUNTY, ILLINOIS; ALSO.

### PARCEL THREE

LOT 14 IN CULVER AND OTHERS SUBDIVISION OF LOTS 2 AND 3 IN BLOCK 5 IN JONES ADDITION TO CHICAGO WITH LOTS 2 IN BLOCK 11 AND 3 AND 4 IN BLOCK 12 IN ASSESSOR'S DIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MER DIAN, IN COOK COUNTY, ILLINOIS;

THAT PART OF THE AFORESAID TRACT BEING MORE PARTICULARLY DESCR'SED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 18TH STREET WITH THE WESTERLY RIGHT OF

WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AFORESAID; THENCE SOUTH 16°42'49" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 215.27 FEET TO THE

NORTH LINE OF MEEKER'S ADDITION TO CHICAGO, AFORESAID; THENCE SOUTH 89°58'39"

WEST, ALONG SAID NORTH LINE, 2.09 FEET TO THE EASTERLY LINE OF SOUTH CALUMET

AVENUE; THENCE SOUTH 16°42'49" EAST, ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 7.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°42'49" EAST, ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 218.34 FEET; THENCE

SOUTHERLY ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 57.16 FEET

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BEING THE ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 195.00 FEET AND WHOSE CHORD BEARS SOUTH 08°18'59" EAST A DISTANCE OF 56.95 FEET; THENCE

SOUTH 00°04'52" WEST, ALONG THE EASTERLY LINE OF SOUTH CALUMET AVENUE, 37.56

FEET; THENCE SOUTH 89°55'08" EAST, 17.06 FEET; THENCE NORTH 73°16'26" EAST, 142.00

FEET TO THE EASTERLY LINE OF SAID TRACT; THENCE NORTH 19°1 1'14" WEST, ALONG THE EASTERLY LINE OF SAID TRACT, 315.86 FEET; THENCE SOUTH 73°16'26" WEST, 125.53

FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND DELINEATED ON  $^{\Delta}$ 

SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0623316047, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

NOTE: THE UNDERLYING LAND IS ALSO KNOWN AS: PROPOSED LOT 3 IN CORKY II'S SUBDIVISION OF RESUBDIVISION OF VARIOUS LOTS AND PARTS OF LOTS IN VARIOUS SUBDIVISIONS OF FRACTIONAL SECTION 22, TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY, IN SAID FRACTIONAL SECTION 22, TOWNS IP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, I'LLINOIS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-170, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 17-22-310-001-0000

PROPERTY ADDRESS: 1841 SOUTH CALUMET AVE APT 210