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This Instrument Prepared By: NORTH COMMUNITY BANK

After Recording Return To: NORTH COMMUNITY BANK 4970 SOUTH ARCHER AVENUE CHICAGO, ILLINOIS 60632



0805833142 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 02/27/2008 01:03 PM Pg: 1 of 19

- Cours ins Line For Recording Data) -

Loan Number: 103000700

MORTGAGE

100250200000003708

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 19, 2008 with all Riders to this document.

CIETJE, AN UNMARRIED MAN (B) "Borrower" is SCOTT R.

Borrower is the mortgagor under this Security Instrument

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Se Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone n of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is NORTH COMMUNITY BANK

ILLINOIS BANKING CORPORATION Lender is and existing under the laws of ILLINOIS Lender's address is 4970 SOUTH ARCHER AVENUE, CHICAGO, ILLINOIS 60632

(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 19, 2008 The Note states that Borrower owes Lender ONE HUNDRED THIRTY-THREE THOUSAND AN Dollars (U.S. \$. 133,000.00 00/100. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not late MARCH 1, 2023

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

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BOX 334 CTI

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| (G) "Loan" means the debt evidenced by the Note, and all sums due under this Sec (H) "Riders" means all Riders to this Secto be executed by Borrower [check box as | curity Instrument, pecurity Instrument t | olus interest. | |
|---|--|-------------------------|---------------------------------|
| to be excessed by Bottower Europe box o | o uppriouoioj. | | |
| Adjustable Rate Rider | ☐ Planned Unit | Development Rider | • |
| ☐ Balloon Rider | ☐ Biweekly Pay | ment Rider | |
| 1-4 Family Rider | Second Home | Rider | |
| Condominium Rider | Other(s) [spe | cify] | |
| | | | |
| • | | | |
| •, • | | • | |
| "Applicable Law" means all control administrative rules and orders (that have | | | |
| opinions. (J) **Corimunity Association Dues, F | oos and Accessme | ntell means all dues | fees assessments and other o |
| that are imposed on Borrower or the Prorganization. | | | |
| (K) "Electronic Funds Transfer" mean | ns any transfer of fi | ınds, other than a tra | nsaction originated by check |
| or similar paper instruction, which is in | | | |
| magnetic tape so as to order, instruct, or | | | |
| includes, but is not limited to, point-of- | | | transactions, transfers mitta |
| telephone, wire transfers, and automated (L) "Escrow Items" means those transfers. | - | | |
| (M) "Miscellaneous Proceeds" meins | | | f damages, or proceeds paid |
| third party (other than insurance procee | | | |
| destruction of, the Property; (ii) condem | | | |
| lieu of condemnation; or (iv) misreprese | | | |
| (N) "Mortgage Insurance" means insu | rance protecting Le | nder against the nonp | payment of, or default on, the |
| (O) "Periodic Payment" means the reg | | | incipal and interest under the |
| plus (ii) any amounts under Section 3 of | | | 20.001 |
| (P) "RESPA" means the Real Estate S | | | |
| regulation, Regulation X (24 C.F.R. Pa successor legislation or regulation that | | | |
| "RESPA", refers to all requirements and | rectrictions that are | imposed in regard to | a "federally related mortgag |
| even if the Loan does not qualify as a "f | | | |
| (Q) "Successor in Interest of Borrow | | | |
| party has assumed Borrower's obligation | | | |
| TRANSFER OF RIGHTS IN THE | PROPERTY | | (C) |
| This Security Instrument secures to Lender | : (i) the repayment | of the Loan, and all re | enewals, extensions and modif |
| of the Note; and (ii) the performance of Bo | | | |
| For this purpose, Borrower does hereby me | ortgage, grant and co | onvey to MERS (solel | ly as nominee for Lender and L |
| successors and assigns) and to the successor | ors and assigns of M | IERS the following de | escribed property located in th |
| COUNTY | of | | COOK |
| [Type of Recording Jurisdiction |] | [Name o | of Recording Jurisdiction] |
| | | t | |
| · · · · · · · · · · · · · · · · · · · | | | |
| Barrana Saista In M | | | |
| Borrower initials: | | | |
| ILLINOISSingle FamilyFannia Mae/Freddie Form 3014-1/01 | Mac UNIFORM INS | | DocMagic & Forms 800 |

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "? A.P.N.: 14-05-403-019-1002

which currently has the address of

5901 N. SHERIDAN ROAD, UNIT 1F [Street]

CHICAGO [City] , Illinois

60660 [Zip Code] ("Property Addı

appurtenance, and fixtures now or hereafter a part of the property. All replacements and additions shall a covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Prop Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Se Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's succ and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to for and sell the Property; and to take any action required of Lender including, but not limited to, releasing and can this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrar record. Borrower warrants and will defend generally the title to the Property against all claims and demands, set of any encumbrances of record.

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

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

pay when due the principal of, and interest on, the debt evidence' by the Note and any prepayment charges a charges due under the Note. Borrower shall also pay funds for Listrow Items pursuant to Section 3. Paymer under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender use Lender may require that any or all subsequent payments due under the Note and this Security Instrument be none or more of the following forms, as selected by Lender: (a) cash; (b) mone or or or; (c) certified check, bank treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are if 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 suc location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable petime, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset o

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which Borrower might have now or in the future against Lender shall relieve Borrower from making payment 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 pays accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Pe Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, s 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 sufi amount to pay any late charge due, the payment may be applied to the delinquent payment and the late chargemore than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and as described in the Note.

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

5. Fands for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due unc Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxe assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insi required by Lender under section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Bor to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may r that Community Association Due, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fe assessments shall be an Escrow Len. Borrower shall promptly furnish to Lender all notices of amounts to b under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borro obligation to pay the Funds for any or al Escrow Items. Lender may waive Borrower's obligation to pay to I Funds for any or all Escrow Items at any tim: Any such waiver may only be in writing. In the event of such w Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payn Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such pa within such time period as Lender may require. Borrower's obligation to make such payments and to provide re shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursu a waiver, and Borrower fails to pay the amount due for an Escrow tem, I ender may exercise its rights under S 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such ar Lender may revoke the waiver as to any or all Escrow Items at any tine by a notice given in accordance with § 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then re under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under R Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expen of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumental entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Hom Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or ve the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can

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in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without char annual accounting of the Funds as required by RESPA.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bo

any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attribut the Property which can attain priority over this Security Instrument, leasehold payments or ground rents Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Porrower shall promptly discharge any lien which has priority over this Security Instrument unless Bor (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, b so long as Porrower is performing such agreement; (b) contests the lien in good faith by, or defends enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of t while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If ! determines that any part of the Property is subject to a lien which can attain priority over this Security Instr Lender may give Borrower a rotice identifying the lien. Within 10 days of the date on which that notice is Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected Property insured against loss by fire, hazard, included within the term "extended coverage," and any other I including, but not limited to, earthquakes and loods, for which Lender requires insurance. This insurance: maintained in the amounts (including deductible levels) and for the periods that Lender requires. What requires pursuant to the preceding sentences can charge during the term of the Loan. The insurance carrier prothe insurance shall be chosen by Borrower subject to Ler der's right to disapprove Borrower's choice, which rig not be exercised unreasonably. Lender may require Borrow, to pay, in connection with this Loan, either: (a time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for floor determination and certification services and subsequent charges are h time remappings or similar changes occu reasonably might affect such determination or certification. Borrows shall also be responsible for the pay any fees imposed by the Federal Emergency Management Agency ir connection with the review of any flo determination resulting from an objection by Borrower.

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender r Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obt

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form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additionance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to rested or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not less. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until I has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfate provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair restoration in a single payment or in a series of progress payments as the work is completed. Unless an agree is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third pretained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Bor 15th, e restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance clarrelated matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carroffered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin who notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or rest Property or to pay amounts unpaid order the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shill occupy, establish, and use the Property as Borrower's principal rewithin 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowering residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowtrol.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not d damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Propert deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that re restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid deterioration or damage. If insurance or condemnation proceeds are 1 aid in connection with damage to, or the of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has a proceeds for such purposes. Lender may disburse proceeds for the repairs and a storation in a single payme a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not su to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of suclor restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application I Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consematerially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lend material information) in connection with the Loan. Material representations include, but are not limit representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower Initials:

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instruction (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandon Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest Property and rights under this Security Instrument, including protecting and/or assessing the value of the Propended by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonationneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its soposition in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate build other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agree Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured 1 Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and sl payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Box shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mo Insurance coverage required by Linder ceases to be available from the mortgage insurer that previously provide insurance and Borrower was required to make separately designated payments toward the premiums for Mc Insurance, Borrower shall pay the prem ums required to obtain coverage substantially equivalent to the Mo Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Ins previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mc Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately desi payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain payments as a non-refundable loss reserve in lieu of Mortgago Insurance. Such loss reserve shall be non-refur notwithstanding the fact that the Loan is ultimately paid in .ull, and Lender shall not be required to pay Borrov interest or earnings on such loss reserve. Lender can no longer equire loss reserve payments if Mortgage Ins coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender becomes available, is obtained, and Lender requires separately designated payments toward the premiu Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrow required to make separately designated payments toward the premiums for Nort; age Insurance, Borrower sh the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve Lender's requirement for Mortgage Insurance ends in accordance with any writter, agreement between Borrov Lender providing for such termination or until termination is required by Applicable Law. Nothing in this! 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it maif Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may en agreements with other parties that share or modify their risk, or reduce losses. These agreements are on ter conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. agreements may require the mortgage insurer to make payments using any source of funds that the mortgage may have available (which may include funds obtained from Mortgage Insurance premiums).

| Borrower Initials: | <u> </u> | | | |
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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, an entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (o be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or mo the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mo Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower v for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Montgage under the Homeowners Protection Act of 1998 or any other law. These rights may include the to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to he Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance protection at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Professional or repair is economically feasible and Lender's security is not lessened. During such representation region, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provisuch inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbutor in a series of progress payments as the work is completed. Unless an agreement is made in writing or Ap Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borro interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feat Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds be applied in the order provided for in Section 2.

In the event of a total taking, des ruction, or loss in value of the Property, the Miscellaneous Proceeds applied to the sums secured by this Security instrument, whether or not then due, with the excess, if any, Borrower.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing I defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to receive Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Misce Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or 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 judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred,

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as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lei judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property under this Security Instrument. The proceeds of any award or claim for damages that are attributable impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for paym modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower of 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Se Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptant payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount shall not be a waiver of or preclude the exercise of any right or remedy.
- that Receiver's obligations and liability shall be joint and several. However, any Borrower who co-signs this Se Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mor grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Se Instrument or the Note wi nout the co-signer's consent.

Subject to the provision of Section 18, any Successor in Interest of Borrower who assumes Borrobligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and li under this Security Instrument unicon Lender agrees to such release in writing. The covenants and agreements Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of L

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrodefault, 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 fe absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be corn as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Solnstrument or by Applicable Law.

If the Loan is subject to a law which sets maximum lean charges, and that law is finally interpreted so to interest or other loan charges collected or to be collected in cornection with the Loan exceed the permitted then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Bor Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct pate Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with the prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptancy such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been g Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent b means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly r otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of through that specified procedure. There may be only one designated notice address under this Security Inst at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to L

| Borrower | Initials: | h | | | | | | |
|-----------|-----------|--------------|----------------|-------------|--------------|-----|---------------|--------|
| ILLINOIS- | Single Fa | milyFannie M | ae/Freddie Mac | UNIFORM INS | TRUMENT - MI | ERS | DocMagic @For | MS 800 |

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address stated herein unless Lender has designated another address by notice to Borrower. Any notice in conn with this Security Instrument shall not be deemed to have been given to Lender until actually received by Li If any notice required by this Security Instrument is also required under Applicable Law, the Applicable requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be govern federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contain this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall a construed as a prohibition against agreement by contract. In the event that any provision or clause of this Se Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Se 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 correspondenter words or words of the feminine gender; (b) words in the singular shall mean and include the plural any versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Inte the Property" means any legal or beneficial interest in the Property, including, but not limited to, those ben interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall properly period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Bornust pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expirathis period, Lender may invoke any remedies permitted by this Security Instrument without further notice or don Borrower.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrowe have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other pe Applicable Law might specify for the termination of Bor ower's right to reinstate; or (c) entry of a judgment en this Security Instrument. Those conditions are that Borrow ... (a) pays Lender all sums which then would under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any covenants or agreements; (c) pays all expenses incurred in enfircing this Security Instrument, including, limited to, reasonable attorneys' fees, property inspection and valuate a fees, and other fees incurred for the p of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such at Lender may reasonably require to assure that Lender's interest in the Property and rights under this S Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unc unless as otherwise provided under Applicable Law. Lender may require that borlover pay such reinstatement and expenses in one or more of the following forms, as selected by Lender: (a) cas'r. (b) money order; (c) c check, bank check, treasurer's check or cashier's check, provided any such check is drawn, upon an institution deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effecti no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Sec
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sal result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the 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 of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change wh

| Borrower Initials: | W | | | |
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| DOLLO III AMMINIO | | | | |
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state the name and address of the new Loan Servicer, the address to which payments should be made and any information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and the the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing oblig to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not as by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an indilitigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrumtil such Borrower or Lender has notified the other party (with such notice given in compliance with the require of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of notice to take corrective action. If Applicable Law provides a time period which must elapse before certain can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The no acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile so materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental prot (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as definential Law, and (d) an "Environmental Condition" means a condition that can cause, contribute otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Subs or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyot to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which cre Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, or condition that adversely affects the value of the Property. The preceding two sentences shall not apply presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally rece to be appropriate to normal residential uses and to maintenance of the Property (including, but not limit hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit of action by any governmental or regulatory agency or private party involving the Property and any Hazardous Su or Environmental Law of which Borrower has actual knowledge. (b) any Environmental Condition, including limited to, any spilling, leaking, discharge, release or threat of the lease of any Hazardous Substance, and condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value Property. If Borrower learns, or is notified by any governmental or egulatory authority, or any private party removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrow promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration fo Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrowhich the default must be cured; and (d) that failure to cure the default on or before the date specific notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or an defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date s

| Borrower Initials: | · AFamor |
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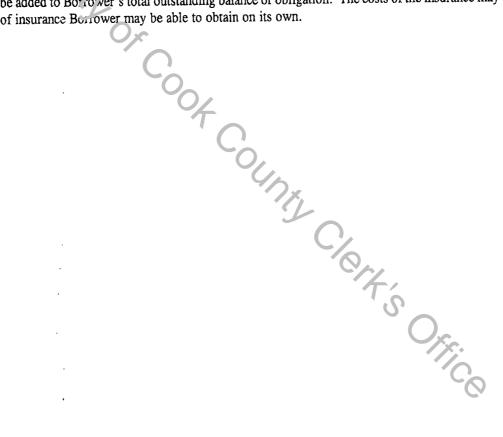
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in the notice, Lender at its option may require immediate payment in full of all sums secured by this Sec Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Li shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, inclu but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Se Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Se Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is per under Applicable Law.

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

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borro expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borro interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the contact insurance, including interest and any other charges Lender may impose in connection with the placement insurance, and the effective date of the cancellation or expiration of the insurance. The costs of the insurance be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the of insurance Borrower may be able to obtain on its own.



Borrower Initials:

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this S Instrument and in any Rider executed by Borrower and recorded with it.

| SCOTT R. TIETJE | (Seal) -Borrower | | -Вс |
|--|---------------------|----------|-----|
| 00000000000000000000000000000000000000 | (Seal) -Borrower | | -Bc |
| | (Seal) -Borrower | | -Bı |
| | 4 COUNTY | | |
| Witness: | -Borrower | Witness: | |
| | | | |

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| [Space Below This Line Fo | or Acknowledgment] |
|--|---|
| State of Illinois | |
| County of COOK | |
| The foregoing instrument was acknowledged before makes by SCOTT R. TIETJE | ne this FEBRUARY 19, 2008 |
| OFFICIAL SEAL ASMEEN D HART NOTAPY OBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 02/06/10 | Signature of Person Taking Acknowledgme |
| | Title |
| (Seal) | Serial Number, if any |
| (Seal) | |
| | - Portion Office |

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Loan Number: 103000700

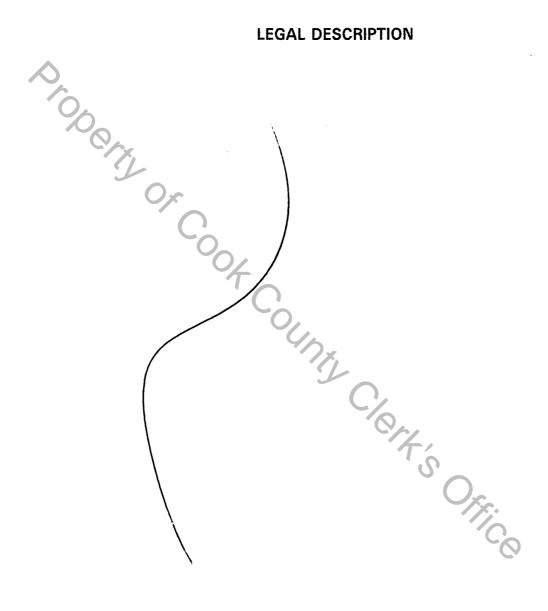
Date: FEBRUARY 19, 2008

Property Address: 5901 N. SHERIDAN ROAD, UNIT 1F, CHICAGO, ILLINOIS

60660

EXHIBIT "A"

LEGAL DESCRIPTION



A.P.N. #: 14-05-403-019-1002

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Loan Number: 10300070

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19th day of FEBRUARY, 2008 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" secure Borrower's Note to NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION

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

5901 N. SHERIDAN ROAD, UNIT 1F, CHICAGO, ILLINOIS 60660 [Property Address]

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

THORNDALE BEACH NORTH CONDOMINIUM [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condomin Project (the "Owners Association") holds title to property for the benefit or use of its members shareholders, the Proper vaso includes Borrower's interest in the Owners Association and the uses, proceand benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Secu Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Sorrower shall perform all of Borrower's obligations under Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaratio any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and other equivalent documents. Borrower shall prompt y pay, when due, all dues and assessments important to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally acce insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lea and which provides insurance coverage in the amounts (including deductile levels), for the periods, against loss by fire, hazards included within the term "extended coverage," and any other hazards, included but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender was the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain propensurance coverage on the Property is deemed satisfied to the extent that the required coverage is proved by the Owners Association policy.

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

Borrower Initials:

MULTISTATE CONDOMINIUM RIDER

Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01 Page 1 of 3

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Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provides the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair follow a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrume whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ins that the Owners Association maintains a public liability insurance policy acceptable in form, amount, extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequent payable to Borrower in connection with any condemnation or other taking of all or any part of the Prope whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are her assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by Security Instrument as provided in Section 11.
- prior write 1 consent, either partition or subdivide the Property or consent to: (i) the abandonment termination of the Condominium Project, except for abandonment or termination required by law in the confusion of the Condominium Project, except for abandonment or termination required by law in the confusion of substantial description by fire or other casualty or in the case of a taking by condemnation or emit domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the expense of Lender; (ii.) termination of professional management and assumption of self-management of Owners Association; or (v) any action which would have the effect of rendering the public liability insurative coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower doe, not pay condominium dues and assessments when due, then Ler may pay them. Any amounts disburse a by Lender under this paragraph F shall become additional deb Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of paym these amounts shall bear interest from the under of disbursement at the Note rate and shall be payable, vinterest, upon notice from Lender to Borrower requesting payment.

Borrower Initials:

MULTISTATE CONDOMINIUM RIDER
Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3140 1/01 Page 2 of 3

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in thi Condominium Rider.

| Sum | , | | |
|-----------------|---------------------|-------|----------|
| SCOTT R. TIETJE | -Borrower | | -Borrowe |
| | (Seal) -Borrower | | -Borrowe |
| Or C | (Seal) -Borrower | Cotto | -Borrowe |
| | 04 Co, | | |
| | 77 | C | |
| | | 750 | |
| | | CO | |

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STREET ADDRESS: 5901 N. SHERIDAN RD COPY

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 14-05-403-019-1002

LEGAL DESCRIPTION:

· UNIT NUMBER 1-F, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'):

LOTS 5, 6, 7 AND 8 (EXCEPT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 17; ALSO ALL THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 5 TO 8 INCLUSIVE AND LYING WESTERLY ON THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 16, 1931 AS DOCUMENT 10938695 ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TPUSTEE UNDER TRUST NO. 32721 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 19736534; TOGETHER WITH AN UNDIVIDED.4822 PERCENT INTEREST IN SAID PARCE. (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.