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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0827026060 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/26/2008 09:44 AM Pg: 1 of 28

Property of Cook County Clerk's Office

The property identified as: **PIN:** 17-04-204-040-0000

Address:

Street: 168 W. BURTON PLACE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60610

Lender: BANK LEUMI USA

Borrower: DARLENE HART

Loan / Mortgage Amount: \$480,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

28/9

Certificate number: F60E4B1F-2262-42D2-AA28-A85569CBC0F1

Execution date: 09/22/2008

Box 334

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After Recording Return To:
 Bank Leumi, USA
 579 Fifth Avenue
 New York, New York 10017
 Attention: Elizabeth Chavarria, A.V.P.

 [Space Above This Line For Recording Data] _____

MORTGAGE**DEFINITIONS**

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

(A) **"Security Instrument"** means this document, which is dated September 22, 2008, together with all Riders to this document. **DIVORCED AND NOT SINCE REMARRIED**

(B) **"Borrower"** is Darlene Hart. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is Bank Leumi USA. Lender is a corporation organized and existing under the laws of the United States. Lender's address is 579 Fifth Avenue, New York, New York 10017. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated September 22, 2008. The Note states that Borrower owes Lender Four Hundred Eighty Thousand Dollars (U.S. \$480,000.) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 22, 2010.

(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.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] Rider to Mortgage |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby

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mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County _____
of

[Type of Recording Jurisdiction]

Cook _____ :

[Name of Recording Jurisdiction]

which currently has the address of 168 W. Burton Place _____

[Street]

Chicago _____

, Illinois 60610 _____

("Property Address"):

[City]

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized of the 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 defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform 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, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. 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 payments due under the Note and this Security Instrument be made 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

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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 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. 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, but 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; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which 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. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall

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pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures 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, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, 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. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests 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 proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which 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 Section 4.

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

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 fees imposed by the Federal Emergency Management Agency in connection with the review 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.

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

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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 repair 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 single 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 applied in the 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 within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance 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 policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the 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. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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7. 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 order 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 if 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.

8. 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.

9. 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 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, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, 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 9.

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Any amounts disbursed by Lender under this Section 9 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. 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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 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 may incur if 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 enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in

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exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe 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 Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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 Lender'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 an 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 or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous 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 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 Miscellaneous 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 market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than 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 19, 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 this 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 Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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

13. 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 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection 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

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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.

15. 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 notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and 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.

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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.

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, "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 to a 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 this Security Instrument. However, this option 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 provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstat. Alter 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 earliest of: (a) five days before sale of the Property pursuant to Section 22 of 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; 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 unless as otherwise provided under Applicable Law. 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 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 18.

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20. 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 serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by 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 15) 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 deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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, remedial 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 Law, (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 generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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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.

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

22. 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 18 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 without 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 22, including, 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 Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower'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 may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by 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 Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or

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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.

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

Witnesses:

_____ *Darlene Hart* (Seal)
 Darlene Hart - Borrower

_____ (Seal)
 _____ - Borrower

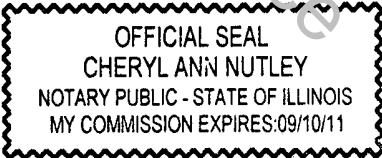
531041.v2/10179-007/SR

_____ [Space Below This Line for Acknowledgment] _____

State of *Ill*
 County of *Cook*

On the *2nd* day of *Sept* *2008* in the year 2008 before me, the undersigned, a notary public in and for said State, personally appeared *Darlene Hart* ^{*x divorced, not since remarried*}, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
 Notary Public



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5099737 FSC
STREET ADDRESS: 168 W. BURTON
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-04-204-040-0000

LEGAL DESCRIPTION:

THE EAST 19.70 FEET OF THE WEST 59.83 FEET OF LOTS 15 AND 16 NORTH STARR'S SUBDIVISION OF LOTS 114, 115, AND 116 IN BRONSON'S ADDITION TO CHICAGO SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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(Revised 7/94)

RIDER ATTACHED TO AND MADE A PART
OF MORTGAGE TO
BANK LEUMI USA

26. Agreements About Conflicting Provisions in the Mortgage and this Rider. This Rider is a writing attached to the Mortgage and the provisions contained in this Rider are part of the Mortgage. I agree that if the provisions that are contained in this Rider are in conflict with the terms in the printed Mortgage and the Note, then the provisions of Rider will control over the provisions in the printed Mortgage and the Note.

27. Lender's Rights if Borrower Fails to Keep Promises and Agreements.

If any of the events stated in the subparagraphs (A) through (J) occur, Lender may require that I pay immediately the entire amount then unpaid under the Note and/or secured by the Mortgage or this Rider. Lender may do this without making a further demand for payment. This requirement will be called "Immediate Payment in Full".

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold in accordance with the laws of the State of Illinois. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale". In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law including, but not limited to, reasonable legal fees and disbursements.

Lender may require Immediate Payment in Full if:

(A) I fail to pay any amounts I owe to Lender under the Note, the Mortgage and/or this Rider; or

(B) I fail to keep any other promise or agreement made in the Mortgage and/or this Rider and such failure is not cured or remedied within thirty (30) days of the failure; or

(C) Without Lender's prior written consent (i) I assign the rents from all or any part of the Property, or (ii) I receive or collect rent from any tenant of all or any part of the Property for more than one month in advance; or

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(D) If I fail to comply with any requirement, order or notice of violation of a law or ordinance within three (3) months after the requirement, order or notice is issued by a governmental department claiming authority over the Property; or

(E) Any fixture or article of personal property that is covered by the Mortgage is wholly or partially removed, demolished or destroyed without the Mortgagee's prior approval. A "Fixture" is personal property that is attached to land or a building. However, there cannot be a default if (i) the personal property or Fixture that is removed, demolished or destroyed is promptly replaced by similar property that is at least equal in quality and condition and I am the sole owner of this replacement property and hold it free from any lien or claim and/or (ii) the value of the Property as collateral for the loan is not materially affected by such removal, destruction or demolition; or

(F) Any law is passed (i) deducting from the value of the land for the purpose of taxation any lien on the land or (ii) changing in any way the taxation of mortgages or debts secured by a mortgage for state or local purposes and thirty (30) days have lapsed after the passage of a law such law; or

(G) I use the Property for any unlawful purpose, or if the Property is used for any purpose by which the risk of fire or other hazard is increased, unless the Lender gives written consent prior to these unauthorized uses, which consent may be withheld by the Lender in its sole and absolute discretion; or

(H) A lawsuit is begun for foreclosure or sale or any other action or proceeding is begun to collect any lien that is an encumbrance on the Property and such action or proceeding is not discontinued or bonded, if appropriate, within thirty (30) days after the commencement of an action or proceeding; or

(I) If any petition under any section of the Bankruptcy Code is filed by or against me or if I am adjudged bankrupt, or make any general assignment for the benefit of creditors, or take advantage of any other insolvency act; or

(J) I fail to provide my financial statement or supplemental information.

28. Intentionally Deleted.

29. Agreements About Lender's Rights with Regard to a Foreclosure Search, Appointment of a Receiver and a Foreclosure and Sale. If I do not keep my promises and agreements made in the Mortgage or this Rider, Lender may, after the expiration of any applicable grace period, obtain a "foreclosure search" from a title insurance company. If I correct my failure to keep my promises and agreements before a

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lawsuit for foreclosure and sale begins, I agree to pay the cost of the foreclosure search together with any other sums required to cure my failure.

If Lender, or any person who takes over Lender's rights or obligations under the Mortgage, begins a lawsuit for foreclosure and sale, then Lender is entitled to seek to have a receiver appointed by the court in accordance with the laws of the State of Illinois. This receiver may be appointed without Lender giving notice to me. I give Lender the right to seek to have a receiver appointed, whether or not the value of the Property is worth more than the amount I owe under the Mortgage or this Rider.

If there is a foreclosure and sale, I agree that all of the Property or any part of the Property that is affected by the Mortgage or this Rider may be sold together as one unit.

30. Borrower's Obligations to Deliver Receipts to Lender; Lender's Right to Make Payments. I will deliver to Lender any receipts I receive for the payment of all taxes, assessments, water and sewer rents within ten (10) days after Lender requests these receipts. If I do not deliver these receipts after Lender's request, Lender may make these necessary payments as provided in Paragraph 9 of the Mortgage.

31. Borrower's Obligation to Make Statement of Amount Due on Mortgage and if Any Deductions or Defenses Exist Against the Amount Due on the Mortgage. I will furnish a written statement of the amount due under the Mortgage and this Rider and whether any deductions or defenses exist against the amount due under the Mortgage and this Rider upon the request of Lender. If the Lender makes the request in person, then I will furnish the statement within ten (10) days. If Lender makes the request by mail, I will furnish the statement within fifteen (15) days. I will duly acknowledge any statement I make under this Paragraph. An "acknowledgement" is a formal declaration before a notary public or other authorized official by the person who signs the statement. If requested by Borrower, Lender will provide Borrower with a payoff statement in accordance with the laws of the State of Illinois.

32. Lender's Rights If There is a Change of Ownership of The Property. The provisions of this Paragraph 32 shall supersede and take the place of the provisions of Paragraph 18 of the Mortgage:

If I sell or transfer the Property or any beneficial ownership of the Mortgagor, I will still be fully obligated under the Note and under the Mortgage and this Rider and Lender may require Immediate Payment In Full, as the phrase is defined in Paragraph 27 of this Rider. However, Lender will not have the right to request Immediate Payment In Full as a result of certain transfers. Those transfers are: (i) the creation of liens or other claims against the Property that are inferior to the Mortgage so long as the Lender has consented in writing prior to the creation of any such liens or claims; (ii) a

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transfer of rights in household appliances, to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses; and (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner when the transfer is automatic according to law.

If Lender requires Immediate Payment In Full under this Paragraph 32, Lender will send me, in the manner described in Paragraph 14 of the Mortgage, a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered. If I do not make the required payment during that period, Lender may bring a lawsuit for foreclosure and sale under Paragraph 27 of this Rider without giving me any further notice or demand for payment. (See Paragraph 27 of this Rider for a definition of foreclosure and sale.)

33. Borrower's Obligation to Pay Interest if Lender Demands Immediate Payment In Full. If I am in default beyond the expiration of any applicable grace periods and Lender demands immediate payment in full, interest will be payable from the date Lender makes such demand at the applicable rate stated in the Note (or in a modification of the Note, if any), plus three (3%) percent per annum.

34. Borrower's Obligation to Pay A Late Charge if Borrower's Payment Is Overdue. If any periodic payment(s) has not been received by Lender within fifteen (15) days from the date when it is due, a late charge may be charged by the Lender. The late charge will be an amount equal to two (2%) percent of such payment that is overdue. The late charge may be deducted from my funds (or the funds of any subsequent owner of the Property). The late charge will be a lien on the Property secured by the Mortgage.

35. Security Interest. This Mortgage shall constitute a security agreement, as defined in the Uniform Commercial Code, with respect to the Fixtures on the Property now owned or hereafter acquired and the proceeds and products thereof including any recovery under any policy of insurance covering the Fixtures, and shall grant a security interest to the Lender in all thereof. Lender is authorized to file UCC financing statements without my signature to confirm, continue or change this security interest.

36. No Waiver of Rights. The failure of the Lender to demand Immediate Payment In Full for any default under this Mortgage, or to insist upon the strict performance of any promise or condition of this Mortgage shall not prevent any future failure by me which is a default from having all the force and effect of a default. The receipt by the Lender of any payment, with knowledge of the violation or default of any covenant or condition of this Mortgage, shall not be deemed a waiver of such violation or default, nor shall the Lender's acceptance of any payment after the expiration of any grace period relating thereto be deemed to stop the Lender from exercising its rights with respect to any default arising hereafter out of any other late payment. No provision of this

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Mortgage shall be deemed to have been waived by the Lender unless the waiver is in writing and signed by the Lender.

37. Agreements About Which Persons Are Bound By the Promises in This Mortgage. The Mortgage and this Rider cannot be changed or ended orally. The promises contained in the Mortgage and this Rider will run with the land and bind and take effect for me and any person who takes over my rights or obligations and all persons who may have an interest in the Property. The promises will also bind and take effect for the benefit of Lender and any person who takes over Lender's rights and obligations under the Mortgage and this Rider. A promise that "runs with the land" is a promise under which the liability for performance or the right to performance passes to a subsequent owner of the land or any person who obtains rights and obligations with respect to the land.

38. Satisfaction of the Mortgage. When the Lender has been paid all amounts due under the Note, the Mortgage and this Rider, the Lender will discharge the Mortgage by executing a certificate stating that the Mortgage has been satisfied. If I prepare the certificate and present it to the Lender, I will not be required to pay the Lender for the discharge. If I ask the Lender to prepare the certificate, I will pay the Lender's counsel a reasonable fee for the preparation of the certificate. I will pay all costs of recording the discharge in the proper official records.

39. Proceeds of Hazard Insurance.

To the extent that any insurance proceeds will become available to the Mortgagor:

(A) If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, I shall give prompt notice thereof to Lender. The net amount of all insurance proceeds received by Lender with respect to such damage or destruction, after deduction of the reasonable costs and expenses incurred by Lender in collecting the same (the "Net Proceeds") shall be disbursed by Lender in accordance with the terms and conditions set forth herein to pay for the costs and expenses of the Restoration (hereinafter defined) provided: (i) no Event of Default has occurred under the Mortgage, the Note, or this Rider; and (ii) I proceed promptly after the insurance claims are settled with the restoration, replacement, rebuilding or repair of the Property as nearly as possible to the condition the Property was in immediately prior to such fire or other casualty (the "Restoration"); (iii) the Restoration shall be done in compliance with all applicable laws, rules and regulations and all applicable filings shall have been made; (iv) to the extent required by local law, a set of the plans and specifications in connection with the Restoration shall be submitted to Lender, and shall be reasonably satisfactory to Lender in all respects; (v) all additional documents required by the Lender or its counsel are signed and delivered by me to Lender containing such additional terms as Lender may require; and (vi) all reasonable and necessary costs and expenses incurred by Lender in connection with making the Net Proceeds available for the Restoration of the Property

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including, without limitation, counsel fees and inspecting engineer fees incurred by Lender, shall be paid by me.

(B) The Net Proceeds shall be held in trust by Lender without interest thereon and shall be paid by Lender to, or as directed by, me from time to time during the course of the Restoration, upon receipt of evidence and requisitions, satisfactory to Lender, that (i) all materials installed and work and labor performed (except to the extent they are to be paid for out of the requested payment) in connection with the Restoration have been paid for in full, (ii) no notices of intention, mechanics' or other liens or encumbrances on the Property arising out of the Restoration exist, and (iii) an updated title search is provided with each funding request; (iv) architect and engineer certification as to value of the work performed and specifying the percentage of work performed; and (v) the balance of the Net Proceeds plus the balance of any deficiency deposits given by me to Lender pursuant to the provisions of this paragraph hereinafter set forth shall be sufficient to pay in full the balance of the costs of the Restoration.

(C) The excess, if any, of the Net Proceeds after payment to me as provided herein shall in Lender's absolute discretion be applied by Lender in reduction of the loan in such priority and proportions as Lender in its discretion shall deem proper. If at any time the Net Proceeds, or the undisbursed balance thereof, shall not in the reasonable opinion of Lender be sufficient to pay in full the balance of the cost of the Restoration, I shall deposit the deficiency with Lender before any further disbursement of the Net Proceeds shall be made.

(D) Any amount of the Net Proceeds received by Lender and not required to be disbursed for the Restoration pursuant to the provisions of this paragraph hereinabove set forth may, in Lender's discretion, be retained and applied by Lender toward the payment of the loan whether or not then due and payable in such priority and proportions as Lender in its discretion shall deem proper. If Lender shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Lender and actually applied by Lender in reduction of the loan. Any reduction of the loan pursuant to the terms of this paragraph 39 shall not be deemed a prepayment of the loan and no prepayment consideration if any, shall be due.

40. Condemnation Proceeds. If any proceeds are payable with respect to the Property because of an exercise of eminent domain, condemnation, or other taking, the right to such proceeds and the use of such proceeds shall be governed by, and applied in accordance with, the provisions of Paragraph 39 of this Rider as if such proceeds were hazard insurance proceeds.

41. Warranty of Title. I promise that: (a) I own the Property; (b) I have the right to mortgage the Property to the Lender; (c) there are no outstanding claims or charges

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against the Property, not shown in the title commitment furnished to the Lender; (d) the Mortgage is a valid lien on the Property; (e) I will defend my ownership of the Property against the claims of any others based upon rights which I have promised to the Lender that I possess; and (f) the application for this Mortgage and each document submitted in connection with my application to the Lender is true, accurate and correct in all respects and any information provided to the Lender contained all information necessary to make all statements contained in the application not misleading.

42. I Shall Maintain Property. Supplementing the printed portion of this Mortgage, I promise that I shall not destroy, damage or substantially change the Property or allow the Property to deteriorate; provided that I shall be entitled to make non-structural alterations or changes to the Property. The Lender and persons designated by the Lender can enter and inspect the Property in a reasonable manner and at reasonable times and upon reasonable notice to me.

43. Assignment of Rents. As additional protection for the Lender, I give to the Lender all of my right, to any rental payments from the Property. If I rent the Property I will set up an account at Lender and deposit all rental payments into this account. However, until the Lender requires immediate payment in full, or until I abandon the Property, I shall have the right to collect and keep those rental payments as they become due. I have not given any rights to rental payments from the Property to anyone else and will not do so without the Lender's prior written consent. If the Lender requires Immediate Payment In Full, or if I abandon the Property, then the Lender, persons authorized by the Lender or a receiver appointed by the court at the Lender's request can in addition to any other rights granted by a court of competent jurisdiction: (a) collect the rental payments, including overdue rental payments directly from any tenant; (b) enter on and take possession of the Property; (c) manage the Property, and (d) sign, cancel and change leases. I agree that if the Lender notifies the tenants that the Lender has the right to collect rental payments directly from them, the tenants may make those rental payments to the Lender without having to ask whether I have failed to keep my promise under this Mortgage. If there is a judgment for the Lender in a lawsuit for foreclosure and sale, I will pay to the Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me any rights to occupy the Property. All rental payments collected by the Lender or by a receiver, other than the rent paid by me will be used to first pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to the Lender under the Note and under the Mortgage. The cost of managing the Property may include the receiver's fees, reasonable attorneys fees and the cost of any necessary bond. The Lender and the receiver will be obligated to account only for those rental payments they actually receive. Any costs or expenses incurred under this paragraph and which are paid by the Lender shall be secured by this Mortgage in the same manner as if it were part of the principal amount of the Note.

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44. Right To Set-Off. If I am in default after expiration of any applicable grace period under the Note, the Mortgage or this Rider, in addition to any other rights that the Lender has under the Note, the Mortgage or this Rider, the Lender shall have such rights of set-off as may be permitted by applicable law.

45. Mortgage Taxes, Title Insurance and Filing Fees. Upon execution hereof, I agree to pay any and all mortgage recording taxes and fees, appraisal fees, mortgage title insurance charges and reasonable legal fees and disbursements of the Lender in connection with preparing, enforcing and foreclosing this Mortgage and the Note.

46. Flood Insurance. I will obtain flood insurance naming the Lender as loss payee if I am advised that the Secretary of Housing and Urban Development or such other federal office or agency with jurisdiction, has determined that the Property is in an area which has been designated as having "special flood hazards"; provided, however, as of the date hereof, the Lender acknowledges that the Property has not been designated as having "special flood hazards". The minimum flood insurance that I will obtain will be an amount equal to the unpaid principal balance due on the Mortgage or the maximum flood insurance obtainable by me on the Property under the National Flood Insurance program, whichever is less.

47. Financial Statements. I shall furnish my true and complete financial statement on the Lender's standard form or form otherwise acceptable to Lender to the Lender within thirty (30) days following Lender's request. Also, I shall provide supplemental information upon request by the Lender.

48. I Shall Cooperate. I agree to do such further acts and to execute and deliver such statements, assignments, agreements, instruments and other documents as Lender from time to time may reasonably request in connection with the administration, maintenance, enforcement or adjudication of this Mortgage and any other documents executed in conjunction therewith in order: (a) to evidence, confirm, perfect or protect any lien or security interest granted or required to have been granted under this Mortgage and the other documents; (b) to give Lender or its designee confirmation of Lender's rights, powers, privileges, remedies and interests under this Mortgage, the other documents and applicable law; (c) following the occurrence of any default after the expiration of any applicable grace periods under this Mortgage or any other documents to better enable Lender to exercise any such right, power, privilege or remedy; (d) to otherwise effectuate the purpose and the terms and provisions of this Mortgage and the other documents executed in connection with this Mortgage loan; and/or (e) to conform to any statutes, rules or regulations of any governmental authority having jurisdiction over this Mortgage loan. I agree to acknowledge and deliver to Lender such documents and take such other actions as Lender may reasonably request in order to effectuate the purpose and terms and provisions of this Mortgage.

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49. No Third Party Rights. The terms and provisions of this Mortgage are for the exclusive benefit of the parties hereto, and no other person, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those terms and provisions against any party.

50. Entire Agreement. This Mortgage, the Note and the other documents executed in connection with this transaction contain the entire agreement of the parties and supersede all other representations, warranties, agreements and understandings, oral or otherwise, among the parties with respect to the matters contained herein and therein.

51. Environmental Requirements. Supplementing Paragraph 21 of the printed Mortgage:

(A) I hereby promise that to the best of my knowledge there are no materials currently located on the Property that violate any applicable federal, state, or local law, statute, ordinance or regulation, court or administrative order or decree, or private agreement (hereinafter collectively called "Environmental Requirements") or that require special handling in collection, storage, treatment, or disposal (the "Hazardous Materials"). I promise that I will not place or permit to be placed any such materials on the Property or use or permit the use of the Property in a manner that violates applicable Environmental Requirements, and further, that, if at any time it is determined that the operation or use of the Property violates any applicable Environmental Requirements or that there are materials located on the Property that, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, I shall, within thirty (30) days after written notice thereof, take or cause to be taken, at my sole expense, such actions as may be necessary to comply with all Environmental Requirements. If I shall fail to take such action, the Lender may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all sums so advanced or paid, including, without limitation, reasonable counsel fees, fines, or other penalty payments and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, shall immediately, upon demand, be due from me and shall bear interest at the rate per annum set forth in the Note from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall be added to the indebtedness secured hereby and shall be secured by this Mortgage. I shall execute and deliver, promptly after request, such instruments as the Lender may deem useful or required to permit the Lender to take any such action.

(B) If Lender reasonably determines that an environmental audit is necessary and prudent, the Lender may, at intervals of not less than one per year, cause an environmental audit of the Property or portions thereof to be conducted to confirm my compliance with the provisions of this Paragraph.

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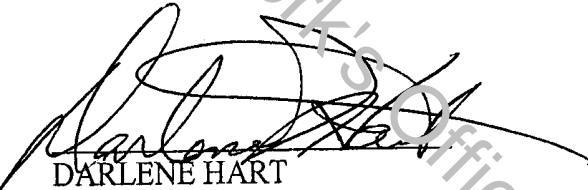
(C) I shall send to the Lender copies of all notices, letters or other communications respecting the Property that are either received by me from any governmental authority or agency concerning Environmental Requirements or sent by me to any such authority or agency, promptly upon such receipt or transmittal by me.

(D) I shall indemnify, hold harmless, reimburse, and, upon request of the Lender, defend the Lender from, against and for any and all liability or responsibility that may at any time be imposed upon the Lender by reason of the Property or any portion thereof or the operation or use thereof by me or any prior owner thereof not complying fully with all Environmental Requirements. The provisions of this paragraph shall survive the payment of the indebtedness secured hereby and the release and/or assignment of this Mortgage.

52. Prepayment. I have the right to make payments of principal at any time before they are due as provided in the Note, provided, however, during the first year of the loan, I shall pay a two (2%) percent prepayment penalty on any unscheduled principal payment and during the second year of the loan, I shall pay a one (1%) percent prepayment penalty on any unscheduled principal payment.

53. Escrow Provisions. The provisions of this Mortgage which require me to make escrow payments for real estate taxes and insurance shall be deemed to be of no force and effect unless the Lender makes a demand for immediate payment in full at which time, the Lender shall have the right to require me to make such payment.

54. Primary Residence. Paragraph 6(A) of the Mortgage is hereby deleted.


DARLENE HART