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#### Illinois Anti-Predatory Lending Database Program

Certificate of Compliance

Doc#: 0904849039 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 02/17/2009 01:39 PM Pg: 1 of 10

ATS 5832

Report Mortgage Fizud 800-532-8785

The property identified as:

PIN: 19-17-411-045-0000

Address:

Street:

6023 S MONITOR AVE

Street line 2: HSE

City: CHICAGO

Lender

1ST SUBURBAN MORTGAGE CORP

Borrower: Hugo G Godinez, Elena Godinez

Loan / Mortgage Amount: \$275,394.00

204 County Clarks Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the Cook County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: C4FB0556-CAF0-44CE-8335-8382D67DAE9B

Execution date: 01/19/2009

0904849039 Page: 2 of 10

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After recording please mail to: P & P Services, Inc.

[Name]

Attn: Fulfillment Services

[Attention]

4400 Alpha Road

[Street Address]

Dallas, TY 75244-4505

[City, State Zip Code]

This instrument was prepared by:

PeirsonPatterson, L.P.

[Name]

4400 Alpha Road

[Street Address]

Dallas, TX 75244

[City, State Zip Code]

Permanent Index Number: 19-17-411-045

45#58371

[Space Above This Line For Recording Data].

FIIA Case No. 137-4641348-703

Loan No.: 1771621411

#### ILLINOIS MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 19, 2009. The mortgagor is HUGO G. GODINEZ and ELENA GODINEZ, husband and wife as tenants by the chirety ("Borrower"). This Security Instrument is given to First Suburban Mortgage Corporation which is organized and existing under the laws of Illinois, and whose address is 7907 West Cermak Road, North Riverside, IL 60546 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Seventy Five Thousand Three Hundred Ninety Four and 00/100ths Dollars (U.S. \$275,394.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 33 AND THE NORTH 10 FEET OF LOT 32 IN BLOCK 1 IN FOURTH ADDITION TO CLEARING, BEING A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF THE WEST HALF OF SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which currently has the address of 6023 S. Monitor Avenue

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Page 1 of 8

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0904849039 Page: 3 of 10

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Chicago [City]

[Street] , Illinois 60638

("Property Address"): [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."

BORPOWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant, at d will defend generally the title to the Property against all claims and demands, subject to any

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. Porrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Incorest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the P operty, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still paid the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage in arance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance remium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lende, a e called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account ander the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted on RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be had by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

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0904849039 Page: 4 of 10

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First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lerde requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires Porrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrewer shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borroves. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lerder, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restorat or o, repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. At y excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and in Security Instrument shall be paid to the entity legally

In the event of foreclosure of this Security Instructure or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrow r in and to insurance policies in force shall pass

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal resident for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower chall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, curing the loan application process, gave materially false or inaccurate information or statements to Lender (or faile to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall

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0904849039 Page: 5 of 10

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not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenan's and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect I ender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be in mediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or lefends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the line to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security instrument if:
  - (i) Borrower defaults by failing to pay in full any montly payment required by this Security Instrument prior to or on the due date of the next monthly payment or
  - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (i scluding section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with a prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if.
  - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender

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0904849039 Page: 6 of 10

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may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii)
- or modification of amortization of the rums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in time for payment or otherwise modify amortization of the sums secured by this Security Instrument granted by Lender to any successor in time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or recolude the exercise of any right or remedy.
- agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not exercise the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbein or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another nie hod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall

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0904849039 Page: 7 of 10

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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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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 rare active materials. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Ron's Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower avancrizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the P. operty as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower. (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sams secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's volven demand to the tenant.

Borrower has not executed any prior assignment of the repts and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or muntain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other teme lies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuant the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title

If Lender forecloses this Security Instrument, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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Page 6 of 8

540011L 02/02 Rev. 03/07



0904849039 Page: 8 of 10

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- 19. 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
- 20. Waiver of Homestead. In accordance with the laws of the State of Illinois, the undersigned are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.
- 21. 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 the property. This insurance may, but need not, protect Borrower's intrests. 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 property. Borrower may later cancel any insurance purchased by Lender, but only ther providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the property, Borrower will be responsible for the costs of that insurince, 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 expiration of the insurance. The costs of the insurance may be added to Bot over s total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrows. Lay be able to obtain on its own.
- 22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreeme its of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

towar applicable box(es)	The of the
Condominium Rider Planned Unit Development Rider Other [specify]	Craduated Payment Rider Growing Equity Rider
BY SIGNING BELOW, Borrower accepts	and agrees to the t
Instrument and in any rider(s) executed by Porresson	and agrees to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower	and recorded with it.
(Seal)	Clina Histir
HUGO G GODINEZ -Borrower	ELENA GODINEZ (Seal) -Borrower
[Printed Name]	Dollowe
	[Frinted Name]
(Seal)	(C t)
-Borrower	(Seal)
[Printed Name]	-Borrower
·	[Printed Name]
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33/3 [716/611616]]	Claster

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0904849039 Page: 9 of 10

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ACKNOWLEDGMENT	,

State of ZL

County of COOK

§ 8 8

The foregoing instrument was acknowledged before me this by HUGO G GODINEZ and ELENA GODINEZ.

19 January 2004

"OFFICIAL SEAL" Evelia E Dia

Notary Public, State of Illinois Coronission Expired 11/21/2011

(Seal)

Printed Name

Title or Rank

Sen.

Compared to the control of the

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Page 8 of 8

Closing

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0904849039 Page: 10 of 10

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# LEGAL DESCRIPTION ATTACHMENT

LOT 33 AND THE NORTH 10 FEET OF LOT 32 IN BLOCK 1 IN FOURTH ADDITION TO CLEARING, BEING A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF THE WEST HALF OF SOUTHEAST QUAPTEL OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Identification Number: 19-17-4) 1-045

Address of Property (for identification purposes only): Dis Clark's Office

Street:

6023 SOUTH MONITOR AVENUE

City, State:

CHICAGO, Illinois

Unit/Lot:

Condo/Subdiv: