09-01222

ିଅNOFFICIAL COPY

Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#: 0907855019 Fee: \$56.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 03/19/2009 09:04 AM Pg: 1 of 11

Report Mortgage Fizud 800-532-8785

The property identified as:

PIN: 14-19-301-009-0000

Address:

"Street:

3543 N. Claremont Avenue

Street line 2:

City: Chicago

Lender.

MB Financial Bank N.A.

Borrower: Lance P. Lawson

Loan / Mortgage Amount: \$700,000.00

State: IL 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.

> PREMIER TITLE COMPANY 1350 W. NORTHWEST HIGHWAY. ARLINGTON HEIGHTS, IL 60004 (847) 255-7100

Certificate number: 9A0E226E-062C-4E1D-AD37-095BF912C4F3

Execution date: 02/17/2009

0907855019 Page: 2 of 11

UNOFFICIAL COPY

19-01222

After Recording Return To:

Latimer LeVay Jurasek LLC

55 W. Monroe Street Suite 1100

Chicago, Illinois 60603

Attn: Michael C. Jurasek

Space Above This Line For Recording Data

MORTGAGE

DEFINITIONS

Words used in multiple sections of mis document are defined below and other words are defined throughout this Security Instrument.

- (A) "Security Instrument" means this locument, which is dated February 17, 2009, together with all Riders to this document.
- (B) "Borrower" means, LANCE P. LAWSON, an individual resident of the state of Illinois. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is MB FINANCIAL BANK N.A. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means that certain Deficiency Note signed by Borrower and dated contemporaneously herewith. The Note states that Borrower owes Lender Seven Hundred Thousand and 00/100 Dollars (\$700,000.00)) plus interest.
- (E) "Property" means the real property that is described below under the heading "Transfer of Rights in the Property."
- **(F)** "Personal Property" means all personal property of the Borrower whether or not the same is attached or affixed to the Property.
- (G) "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.
- (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) "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.
- (J) "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

(page 1 of 10 pages)

0907855019 Page: 3 of 11

UNOFFICIAL COPY

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.

(K) "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 MORTGAGE, V/ARRANT, GRANT AND CONVEY to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Cook, State of Illinois:

LOT 48 IN SHELDON ESTATE SUBDIVISION OF BLOCK 32, BEING A SUBDIVISION IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ THEREOF AND THE EAST ¼ OF THE SOUTHEAST ¼ IN COOK COUNTY, ILLINOIS.

PIN NO. 14-19-301-009-0000

which currently has the address of 3543 N. Clarenovnt Avenue, Chicago, Illinois 60618 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter crected on said property, and all easements, appurtenances, and fixtures now or hereafter a part of said 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances which have been approved by Lender in edvance in writing. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances which have been approved by Lender in advance in writing.

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:

0907855019 Page: 4 of 11

UNOFFICIAL COPY

- 1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges, late charges and other charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. 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 12. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or under Applicable Law.
- 2. Application of Payments or Proceeds. All payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) all other amounts due under the Note; and (c) principal due under the Note.
- 3. 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 association dues, fees, and assessments, if any. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Ecrower: (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 lieu in good faith by, or defends against enforcement of the lieu in, legal proceedings which in Lender 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 agreem int 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 3. Lender may require Borrower to pay any reasonable charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.
- As additional security to Lender for the 4. Additional Security Interest. Borrower's full and timely payment of the Loan and all other amounts oue hereunder, Borrower does hereby PLEDGE, GRANT AND CONVEY to the Lender a continuing lien and security interest in and to the Borrower's Personal Property. Upon the execution of this Note by Borrower, Borrower shall also execute and deliver to the Lender appropriate Uniform Commercial Code Financing Statements ("Financing Statements") describing all of the Personal Property. Upon the request of the Lender, Borrower shall, at any time and from time to time. execute such further instruments, documents, financing statements and other writings and do such other acts as the Lender shall, in its sole discretion, deem necessary or advisable to create, grant, maintain, perfect, continue, extend and renew such pledge and security interest in the Personal Property. The Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of Illinois and the Uniform Commercial Code of any jurisdiction in which any of the Personal Property is located (collectively, the "UCC"), including, without limitation, the right to take possession of the Personal Property, to sell or otherwise dispose of the Personal Property, in bulk or in parcels, at public or private sale, on the Borrower's premises or otherwise; if the Lender proposes to dispose of any of the Personal Property by public or

0907855019 Page: 5 of 11

UNOFFICIAL COPY

private sale, Borrower agrees that five- (5) days' notice of the time and place of any such sale shall be deemed to be commercially reasonable.

- 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 Porrower'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.
- 6. Failure to Maintain Insurance. 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 or ligation 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.
- Additional Debt. Any amounts disbursed by Leo ler under this Section 7 shall become additional debt of Borrower secured by this Security Insurance. 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 include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.
- 8. Terms in the Event of Loss. 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

0907855019 Page: 6 of 11

UNOFFICIAL COPY

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

- 9. Prescripation, 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 this Security Instrument that repair or restoration is not economically feesible, 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.
- Protection of Lender's Interest in the Property and Rights Under this 10. 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

0907855019 Page: 7 of 11

UNOFFICIAL COPY

conditions, and have utilities turned on or off. Although Lender may take action under this Section 10, 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 10. Any amounts disbursed by Lender under this Section 10 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- Notices. All notices given by Borrower or Lender in connection with this 12. 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 written 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.
- 13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the state of Illinois. 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

0907855019 Page: 8 of 11

UNOFFICIAL COPY

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

- 14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 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 12 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 invok, any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- Borrower's Right to Reinstate After Acceleration. If Borrower meets certain 16. conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (1) ive days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's rigot 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. 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.
- 17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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

0907855019 Page: 9 of 11

UNOFFICIAL COPY

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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. 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, invoke the power of sale or pursue any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 17, including but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Section 12. Lender shall publish and post the notice of sale if and to the extent prescribed by Applicable Law, and the Property shall be sold in the manner 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 following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. 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.
- 19. Remedies Cumulative. The remedies described in this Security Instrument and the remedies described in the Note are separate and cumulative, and may be exercised concurrently or consecutively, as the Lender may determine. Nothing contained in this Security Instrument shall bar the Lender from disregarding this Security Instrument and proceeding on the Note alone, if she so elects.
- **20. Assignment.** Any assignment of the Property or this Security Instrument by Borrower shall be subject to the provisions of Section 15. Subject to the foregoing restriction on assignment, this Security Instrument shall be fully binding upon, inure to the benefit of and be enforceable by the heirs, devisees, legatees, administrators, executors, successors, assigns and legal representatives of the respective parties to this Security Instrument. The term "Lender" shall mean the holder and owner of the Note, whether or not named as Lender herein. 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.
- 21. Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Security Instrument or to exercise any rights or remedies under this Security Instrument shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in that instance if compliance is still possible and reasonable or in any other instance; rather, the same shall be and remain in full force and effect.

0907855019 Page: 10 of 11

UNOFFICIAL COPY

- 22. Invalid Provisions. The invalidity or unenforceability of any provision of this Security Instrument shall not affect the other provisions hereof, and this Security Instrument shall be construed in all respects as if such invalid or unenforceable provisions were replaced by a valid and enforceable provision as similar as possible to the provision replaced.
- 23. Entire Agreement. This Security Instrument sets forth the entire agreement, and supersedes any and all prior agreements, of the parties regarding Lender's security for Borrower's performance under the Note. No amendment, modification or waiver of this Security Instrument shall be valid unless set forth in a written instrument signed by both parties.
- Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
- 25. Jury Pial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, chim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.
- 26. US Patriot Act-Compliance with Federal Law. Borrower shall (a) ensure, and cause each subsidiary to ensure, that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loans to viola e any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order elating thereto, and (c) comply, and cause each subsidiary to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. As required by federal law and Lender's policies and practices, Lender may need to obtain, verify and record certain customer identification information and documentation in connection with opening or maintaining accounts or establishing or continuing to provide T'S OFFICE services.

Balance of Page Intentionally Left Blank

0907855019 Page: 11 of 11

UNOFFICIAL COPY

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 LANCE P. LAWSON, an individual [Space Below This Line For Acknowledgment] STATE OF ILL MOIS SS. COUNTY OF COO'S On this February 17, 2009, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Lance P. Lawson, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have recounto set my hand and affixed my official seal the day and year first above written. Notary Public in and for the State of Illinois, Residing at: My Commission Expires: OFFICIAL SEAL CANDINE'S GROSSI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 03/27/10