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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0919812156 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2009 02:32 PM Pg: 1 of 10

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 14-20-407-050-1024

Address:

Street: 800 W Cornelia Ave., Unit 408

Street line 2:

City: Chicago

State: IL

ZIP Code: 60657

Lender: Todd Filsinger

Borrower: Cary A Filsinger and Scott A Yerkey

Loan / Mortgage Amount: \$400,000.00

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.

Attorneys' Title Guaranty Fund, Inc.
1 S. Wacker Rd.. STE 2400
Chicago, IL 60606-4650
Attn: Search Department

Certificate number: 77C51C65-83F0-4B36-9D61-32BD23E5E118

Execution date: 07/07/2009

090344800392

10/10

Prepared by

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After Recording Return To:

Todd Filsinger
25 South Elm
Denver, CO 80246

0903415-00392

[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.

“**Security Instrument**” means this document, which is dated **July 7, 2009**, together with all Riders to this document.

“**Borrower**” is **Cary A Filsinger, a single person, and Scott A Yerkey, a single person.** Borrower is the mortgagor under this Security Instrument.

“**Lender**” Lender is **Todd Filsinger.** Lender’s address is **25 South Elm, Denver, CO, 80246**

“**Note**” means the promissory note signed by Borrower and dated **July 7, 2009.** The Note states that Borrower owes Lender **FOUR HUNDRED THOUSAND DOLLARS AND 00 CENTS (U.S. \$400,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 7, 2039.**

“**Property**” means the property that is described below under the heading “Transfer of Rights in the Property.”

“**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.

“**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 type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other - | |

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ATTORNEYS' TITLE GUARANTY FUND, INC.

LEGAL DESCRIPTION

Legal Description:

Unit No. 408 in the 800 West Cornelia Condominium, as delineated on a survey of the following described real estate: The East 100 feet of the South 110 feet, lying West of the West line of Halsted Street and North of the North line of Cornelia Avenue, of Lot 7 in the Circuit Court Partition of the North 3/4 of the East 1/2 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also Lot 69 in Benton's Addison Street Addition, being a Subdivision of the East 102.9 feet of Lot 1 and Lot 7 (except the East 100.00 feet of the South 110 feet thereof) in the Circuit Court Partition of the North 3/4 of the East 1/2 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, all taken as a single tract (except that part of said tract which lies above a horizontal plane having an elevation of +12.24 feet Chicago City Datum, and which lies below a horizontal plane having an elevation of +25.74 feet Chicago City Datum and is bounded and described as follows: Commencing at the Southeast corner of said tract (the Southeast corner of said tract also being the Southeast corner of said Lot 7); thence South 89 degrees 59 minutes 15 seconds West along the South line of said tract, a distance of 2.05 feet (the South line of said tract also being the North line of West Cornelia Avenue); thence North 00 degrees 00 minutes 00 seconds West, 0.71 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 26.53 feet; thence North 00 degrees 00 minutes 00 seconds East, 40.19 feet; thence North 90 degrees 00 minutes 00 seconds West, 5.88 feet; thence North 00 degrees 00 minutes 00 seconds East, 829 feet; thence South 90 degrees 00 minutes 00 seconds East, 0.38 feet; thence North 00 degrees 00 minutes 00 seconds East, 26.15 feet; thence South 90 degrees 00 minutes 00 seconds East, 16.82 feet; thence North 00 degrees 00 minutes 00 seconds East, 33.97 feet; thence South 90 degrees 00 minutes 00 seconds East, 15.83 feet; thence South 00 degrees 00 minutes 00 seconds West, 0.73 feet; thence South 90 degrees 00 minutes 00 seconds East, 0.73 feet; thence South 00 degrees 00 minutes 00 seconds West, 32.18 feet; thence North 90 degrees 00 minutes 00 seconds West, 0.75 feet; thence South 00 degrees 00 minutes 00 seconds West, 0.83 feet; thence South 90 degrees 00 minutes 00 seconds East, 0.75 feet; thence South 00 degrees 00 minutes 00 seconds West, 24.14 feet; thence North 90 degrees 00 minutes 00 seconds West, 0.77 feet; thence South 00 degrees 00 minutes 00 seconds West, 0.82 feet; thence South 90 degrees 00 minutes 00 seconds East, 0.77 feet; thence South 00 degrees 00 minutes 00 seconds West, 24.16 feet; thence North 90 degrees 00 minutes 00 seconds West, 0.75 feet; thence South 00 degrees 00 minutes 00 seconds West, 0.83 feet; thence South 90 degrees 00 minutes 00 seconds East, 0.75 feet; thence South 00 degrees 00 minutes 00 seconds West, 23.66 feet; thence North 90 degrees 00 minutes 00 seconds West, 1.35 feet; thence South 00 degrees 00 minutes 00 seconds West, 1.35 feet to the point of beginning, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded June 6, 2003 as Document No. 0315731128, together with an undivided percentage interest in the common elements.

Parcel 2: The exclusive right to the use of Parking Space Nos. P-5 and P-13 and Roof Right No. R-7, limited common elements, as delineated on the survey attached to the Declaration, aforesaid, recorded as Document No. 0315731128.

Permanent Index Number:

Property ID: 14-20-407-050-1024

Property Address:

800 W. Cornelia Ave., Unit 408
Chicago, IL 60657

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“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.

“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.

“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.

“Escrow Items” means those items that are described in Section 3.

“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.

“Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

“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.

“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.

“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. The following described property located in the County of Cook in the State of Illinois.

See Attached Legal description

which currently has the address of 800 West Cornelia, unit #408, Chicago, IL 60657

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Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST**

Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument. In the event the agreed payment is less than the interest due then the excess unpaid interest shall be added to the principal.

2. **FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES**

Lender shall not escrow for taxes or insurance. Borrower shall pay these costs directly themselves. If the taxes are not paid by the due date, and proof of payment mailed to Lender, the mortgage shall be in default. Lender shall give 30 days notice to Borrower to cure this default and may then, at Lender's option, (i) foreclose the mortgage and/or (ii) pay the taxes themselves, the amount of these taxes being added to the principal outstanding of the loan and drawing interest at the same rate as the remainder of the loan.

3. **APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. **CHARGES; LIENS**

Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

5. **HAZARD INSURANCE**

Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. In the event of loss, Borrower shall give

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immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof accounting to the mortgagor for any surplus. In the event the mortgagor does not renew the insurance policy then mortgagee may obtain loss payee insurance coverage only, which cost shall be payable by the mortgagor. Failure to reimburse the mortgagee for the cost of this policy within 30 calendar days after being mailed a bill for it shall constitute default under the mortgage.

If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to Paragraph 19 hereof or if Lender acquires title to the property, Lender shall have all of the right, title and interest of Borrower in and to such insurance policies and unearned premiums thereon and to the proceeds resulting from any damage to the Property prior to such sale and acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY

Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender.

7. USE OF PROPERTY

Property may be used only for purposes permitted by law.

8. PROTECTION OF LENDER'S SECURITY

If Borrower fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof and may also (iv) declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument.

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Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon at the rate stated in the Note, shall become additional indebtedness of Borrower secured by this Instrument.

9. INSPECTION

Lender may make or cause to be made reasonable entries upon and inspections of the Property.

10. CONDEMNATION

Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing.

Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as lender may require.

11. BORROWER AND LIEN NOT RELEASED

From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 11 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

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12. FORBEARANCE BY LENDER NOT A WAIVER

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument.

13. REMEDIES CUMULATIVE

Each remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this Instrument, or afforded by law or equity and may be exercised concurrently, independently, or successively, in any order whatsoever.

14. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY

If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.

15. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION

On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument.

16. NOTICE

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by first class mail addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS



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The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights here under or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

18. GOVERNING LAW; SEVERABILITY

This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable.

19. ACCELERATION; REMEDIES

Upon Borrower's breach of any covenant or agreement of Borrower in this instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

20. RELEASE

Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

21. ATTORNEY'S FEES

As used in this instrument and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

22. RIDERS TO THIS INSTRUMENT

If one or more riders are executed by borrower and recorded together with this Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if rider(s) were a part of this Instrument.

23. 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, or allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantity of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall immediately 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

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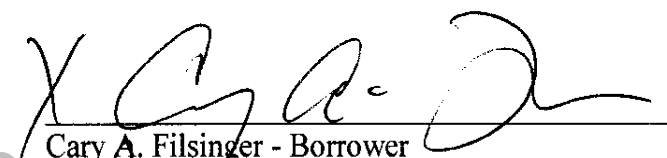
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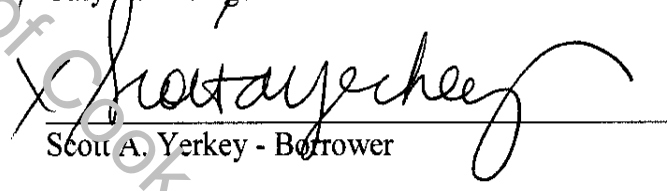
Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 23, "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 radioactive materials. As used in this paragraph 23, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety and environmental protection.

In Witness Whereof, Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.



 Cary A. Filsinger - Borrower



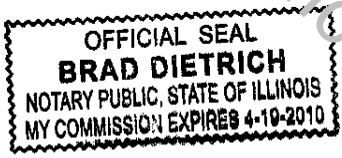
 Scott A. Yerkey - Borrower

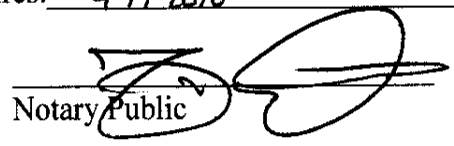
State of Illinois)
) SS
 Count of Cook)

The undersigned, a notary public in and for the above county and state, certifies that Cary A. Filsinger and Scott A. Yerkey known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth, and certified to the correctness of the signature(s) of the agent(s)).

Dated: 7/7/09 (SEAL)

My Commission expires: 4-19-2010





 Notary Public