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## Illinois Anti-Predatory Lending Database Program

### Certificate of Compliance



Doc#: 0922533132 Fee: \$90.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/13/2009 02:03 PM Pg: 1 of 28

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 14-30-403-167-0000

**Address:**

**Street:** 2616 N HERMITAGE AVE

**Street line 2:** UNIT E2

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60614

**Lender:** PERL MORTGAGE

**Borrower:** David A Agay, Jamie L Agay

**Loan / Mortgage Amount:** \$449,750.00

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:** 8F25A4B6-7DCB-44A9-98B8-D98AAE0DE377

**Execution date:** 07/30/2009

28  
/

BOX 334 CT

8482328-PIC-1d1-CTC

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This Instrument Prepared By:  
**PERL MORTGAGE, INC.**

After Recording Return To:  
**PERL MORTGAGE, INC.**  
 2936 W. BELMONT  
 CHICAGO, ILLINOIS  
 60618

[Space Above This Line For Recording Data]

Loan Number: 0010905PM0027155 **MORTGAGE**

MIN: 100120002000259084

**DEFINITIONS**

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

- (A) "**Security Instrument**" means this document, which is dated **JULY 30, 2009**, together with all Riders to this document.
- (B) "**Borrower**" is **DAVID A AGAY AND JAMIE L AGAY HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

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

(D) "**Lender**" is **PERL MORTGAGE, INC.**

Lender is a **ILLINOIS CORPORATION** organized and existing under the laws of **ILLINOIS**. Lender's address is **2936 W. BELMONT, CHICAGO, ILLINOIS 60618**

(E) "**Note**" means the promissory note signed by Borrower and dated **JULY 30, 2009**. The Note states that Borrower owes Lender **FOUR HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100** Dollars (U.S. \$ **449,750.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **AUGUST 1, 2039**

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



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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N.: 14-30-403-167-0000

which currently has the address of **2616 N HERMITAGE AVENUE, UNIT E2**  
[Street]  
**CHICAGO**, Illinois **60614** ("Property Address"):  
[City] [Zip Code]

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

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 of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

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which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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



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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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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.

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

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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



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

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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



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

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


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

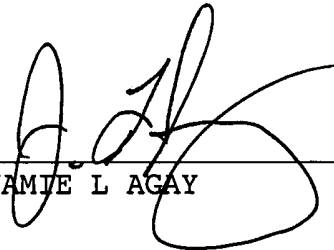
**25. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but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



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

  
\_\_\_\_\_  
DAVID A AGAY (Seal)  
-Borrower

  
\_\_\_\_\_  
JAMIE L AGAY (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

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[Space Below This Line For Acknowledgment]

State of Illinois

County of COOK

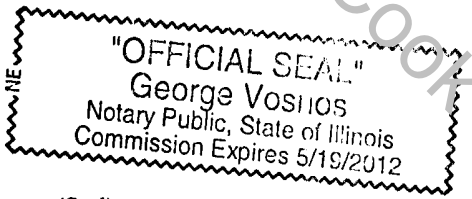
The foregoing instrument was acknowledged before me this 7-30-09

by DAVID A AGAY AND JAMIE L AGAY

  
Signature of Person Taking Acknowledgment

clerk  
Title

Serial Number, if any



(Seal)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Loan Number: 0010905PMI0027155

## FIXED/ADJUSTABLE RATE RIDER INTEREST ONLY FOR 10 YEARS (LIBOR Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30th day of JULY, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to PERL MORTGAGE, INC., AN ILLINOIS CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

2616 N HERMITAGE AVENUE, UNIT E2, CHICAGO, ILLINOIS 60614  
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

BORROWER WILL MAKE MONTHLY PAYMENTS OF INTEREST ONLY FOR THE FIRST 120 MONTHS (THE "INTEREST-ONLY PERIOD"). (THE AMOUNT OF SUCH PAYMENTS IS SUBJECT TO CHANGE DUE TO THE FACT THAT THE INTEREST RATE WILL BECOME AN ADJUSTABLE INTEREST RATE IN ACCORDANCE WITH SECTION 4 BELOW.) BEGINNING WITH THE 121<sup>ST</sup> PAYMENT, BORROWER WILL BE REQUIRED TO MAKE MONTHLY PRINCIPAL AND INTEREST PAYMENTS (THE "PRINCIPAL AND INTEREST PERIOD") IN AN AMOUNT SUFFICIENT TO FULLY AMORTIZE THE UNPAID PRINCIPAL BALANCE AT THE MATURITY DATE.

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 4.750%. The Note also provides for a change in the initial fixed rate to an adjustable rate, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of AUGUST, 2014 and on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change is called a "Change Date."

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## (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

## (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage points ( 2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

During the Principal and Interest Period, as set forth above, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.750 % or less than 2.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 500/1000 percentage points from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 10.750 %.

## (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

## (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment

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sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender shall also not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

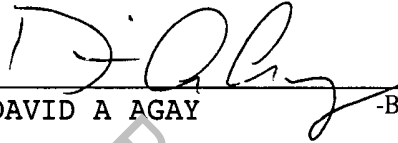
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

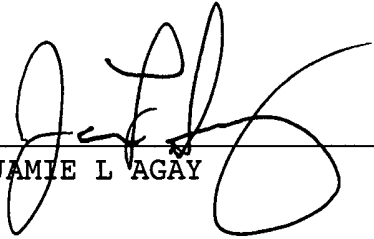
If Lender exercises this option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security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



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Fixed/Adjustable Rate Rider.

 (Seal)  
\_\_\_\_\_  
DAVID A AGAY -Borrower

 (Seal)  
\_\_\_\_\_  
JAMIE L AGAY -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Property of Cook County Clerk's Office

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Loan Number: 0010905PMI0027155

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30<sup>th</sup> day of JULY, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to PERL MORTGAGE, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2616 N HERMITAGE AVENUE, UNIT E2, CHICAGO, ILLINOIS 60614

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

### COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

### HARTLAND PARK

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

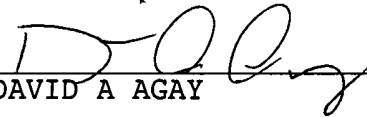
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

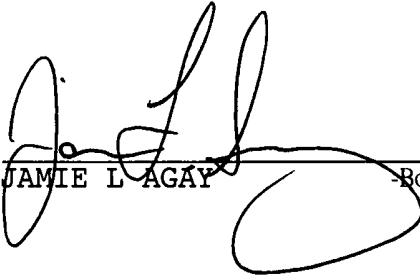
**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

 (Seal)  
\_\_\_\_\_  
DAVID A AGAY -Borrower

 (Seal)  
\_\_\_\_\_  
JAMIE L AGAY -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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STREET ADDRESS: 2616 N HERMITAGE AVENUE, UNIT E2  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER: 14-30-403-167-0000

## LEGAL DESCRIPTION:

## PARCEL 1:

LOT TH-2 IN THE HARTLAND PARK SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2004 AS DOCUMENT NUMBER 0435534098, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED OCTOBER 26, 2005 AS DOCUMENT NUMBER 0529903128 FOR SUPPORT, PARTY WALLS, UTILITIES, ACCESS AND PUBLIC SERVICES, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

## PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED AS DOCUMENT NUMBER 0529903128, FOR ACCESS TO AND USE OF TH-STAIR-1.

## PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK MASTER HOMEOWNERS ASSOCIATION, RECORDED OCTOBER 11, 2005 AS DOCUMENT NUMBER 0528418110, AND RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ON OCTOBER 12, 2005, AS DOCUMENT NUMBER 0528527027, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

## PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FROM SAID PARCEL AS CREATED BY DEED FROM NORTHWESTERN TERRA COTTA COMPANY TO THE RIZZO BROTHERS WAREHOUSE CORPORATION, DATED OCTOBER 8, 1953 AND RECORDED OCTOBER 22, 1953 AS DOCUMENT 15751224 AND AMENDED BY AGREEMENT RECORDED AS DOCUMENT NUMBER 90188588 AND RECORDED AS DOCUMENT NUMBER 90235681 OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 3 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION AFORESAID AND THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE SOUTHERLY LINE OF THE PRESENT EXISTING DRIVEWAY WHICH POINT IS 119.33 FEET MORE OR LESS NORTH OF THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID EXISTING DRIVEWAY, WHICH SOUTHERLY LINE IS A SOUTHERLY LINE OF PROPERTY DESCRIBED AS PARCEL 2, IN A DEED DATED JANUARY 30, 1946 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13708497 AND CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE EXTENDED A DISTANCE OF 90.83 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EAST LINE OF PROPERTY DESCRIBED AS PARCEL 3 IN SAID DEED, THENCE NORTHERLY ALONG SAID EAST LINE OF SAID PARCEL 3 A DISTANCE OF 10.56 FEET TO ITS INTERSECTION WITH A WESTWARD EXTENSION OF THE LINE OF THE SOUTH FACE OF A BRICK BUILDING; THENCE EASTERLY ALONG SAID LINE OF THE SOUTH FACE OF A BRICK BUILDING ALONG SAID WESTWARD EXTENSION THEREOF AND ALONG AN EASTWARD EXTENSION THEREOF A DISTANCE OF 90.73 FEET MORE OR LESS TO ITS INTERSECTION WITH SAID EAST LINE OF



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THE WEST 14 FEET OF VACATED NORTH HERMITAGE AVENUE AND THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 14 FEET, A DISTANCE OF 10.69 FEET TO THE POINT OF BEGINNING EXCEPTING FROM THE ABOVE DESCRIBED LAND ANY PART OR PARTS THEREOF, IF ANY, WHICH ARE NOW OCCUPIED BY BUILDINGS OR STRUCTURES SITUATED, IN COOK COUNTY, ILLINOIS.

## EASEMENT PARCEL 6:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3, ALL IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE OF THE WEST 26 FEET, A DISTANCE OF 80 FEET; THENCE NORTHEASTWARDLY A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTHWESTWARDLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 26 FEET WHICH IS 230 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET A DISTANCE OF 260.15 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET AFORESAID, WITH A WESTWARD EXTENSION OF THE CENTER LINE OF THE SOUTH WALL (MEASURING 12 1/2 INCHES IN THICKNESS), OF A ONE STORY BRICK BUILDING SITUATED UPON LOT OR BLOCK 2 IN SAID NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION; THENCE WEST ALONG SAID WESTWARD EXTENSION OF THE CENTER LINE OF SAID BRICK WALL A DISTANCE OF 41.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WHICH IS 509.85 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3, DISTANCE OF 74.88 FEET TO THE NORTH LINE OF THE SOUTH 435 FEET SAID LOT OR BLOCK 3; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 0.32 FEET TO A POINT WHICH IS 15 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 21.29 FEET TO A POINT ON THE EAST LINE OF SAID LOT OR BLOCK 3 WHICH IS 420 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID EAST LINE OF LOT OR BLOCK 3, A DISTANCE OF 290 FEET TO THE SOUTH FACE OF A BRICK BUILDING WHICH IS 130 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE EAST ALONG AN EASTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 14 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 130.02 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313. EXCEPTING THEREFROM THAT PART VACATED BY CONSTRUCTION AND EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372 AND DESCRIBED AS FOLLOWS:

TRIANGLE EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET, A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY, A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTHWESTERLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 26 FEET WHICH IS 230 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD

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AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 26.0 FEET, A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. STRIP EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 26 FEET, A DISTANCE OF 510.19 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.15 FEET TO THE NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 5.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## EASEMENT PARCEL 7:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WITH A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION (SAID POINT OF INTERSECTION BEING 868.96 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3) AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 15.32 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 30 FEET, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE EAST LINE OF SAID LOT OR BLOCK 3, A DISTANCE OF 30 FEET, AND THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET TO THE POINT OF BEGINNING AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

## EASEMENT PARCEL 8:

EASEMENT FOR OPERATION, MAINTENANCE, REPAIR, INSPECTION AND REPLACEMENT OF EXISTING TELEPHONE, ELECTRIC, GAS WATER SEWER AND SPRINKLER SYSTEM LINES AND INSTALLATIONS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF TRACT IV AS DESCRIBED IN GRANT OF EASEMENTS HEREINAFTER NOTED FALLING WITHIN THE WEST 36 FEET OF VACATED HERMITAGE AVENUE IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

## EASEMENT PARCEL 9:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

THE NORTH 30 FEET OF THAT PART OF LOT OR BLOCK 2, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 247 FEET WITH THE WEST

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LINE OF THE EAST 140 FEET OF SAID LOT OR BLOCK 2, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE EAST 140 FEET AFORESAID A DISTANCE OF 357.54 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH AN EASTWARD EXTENSION OF THE ENTER LINE OF THE SOUTH WALL, (MEASURING 12 1/2 INCHES IN THICKNESS), OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG THE CENTER LINE OF SAID WALL, AND ALONG A WESTWARD EXTENSION OF SAID CENTER LINE, A DISTANCE OF 191.12 FEET TO A POINT ON THE EAST LINE OF LOT OR BLOCK 3 IN SAID NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION, WHICH POINT IS 509.98 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT OR BLOCK 3, (BEING ALSO THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE), A DISTANCE OF 358.97 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE WITH A WESTWARD EXTENSION OF SAID SOUTH LINE OF THE NORTH 247 FEET OF SAID LOT OR BLOCK 2, AND THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2, A DISTANCE OF 191.04 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

## EASEMENT PARCEL 10:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 30 FEET OF THAT PART OF LOT OR BLOCK 2 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT OR BLOCK 2 WHICH IS 247 FEET SOUTH OF THE NORTH EAST CORNER THEREOF AND RUNNING THENCE SOUTH ALONG SAID EAST LOT OR BLOCK LINE A DISTANCE OF 193.68 FEET TO THE NORTH LINE OF THE SOUTH 675 FEET OF SAID LOT OR BLOCK; THENCE WEST ALONG SAID NORTH LINE OF SOUTH 675 FEET A DISTANCE OF 140 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF LOT OR BLOCK 2 A DISTANCE OF 193.80 FEET TO A POINT 247 FEET SOUTH OF THE NORTH LINE OF SAID LOT OR BLOCK 2, THENCE EAST PARALLEL WITH SAID NORTH LOT OR BLOCK LINE A DISTANCE OF 140 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313.

## EASEMENT PARCEL 11:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 AT A POINT WHICH IS 15.32 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST 15.32 FEET A DISTANCE OF 35.18 FEET TO A POINT OF BEGINNING OF THAT PART OF LOT OR BLOCK 3 HEREINAFTER DESCRIBED; THENCE WEST ALONG A LINE 470.18 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF LOT OF BLOCK 3, A DISTANCE OF 100 FEET TO A POINT THENCE NORTHWARDLY TO A POINT 21.04 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 890 FEET OF LOT OR BLOCK 3 AT A POINT 100 FEET WEST OF THE WEST LINE OF THE EAST 15.32 FEET OF LOT OR BLOCK 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 100 FEET TO THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET AFORESAID, A DISTANCE OF 30 FEET TO THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET AFORESAID, A DISTANCE OF 80 FEET TO THE WEST LINE OF THE EAST 95.32 FEET OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 95.32 FEET AFORESAID, A DISTANCE OF 329.08 FEET TO THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3, TO THE WEST LINE OF THE EAST 15.32 FEET AFORESAID AND THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET,

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AFORESAID, A DISTANCE OF 39.70 FEET TO THE POINT OF BEGINNING AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313. EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CONSTRUCTION AND EASEMENT AGREEMENT AND SUBJECT TO ITS TERMS DATED AUGUST 30, 2002 BY AND AMONG LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 16, 1986 AND KNOWN AS TRUST NO. 11109 (TAG TRUST), SJR CORPORATION, AN ILLINOIS CORPORATION AND LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1986 AND KNOWN AS TRUST NO. 67013 DATED AUGUST 30, 2002 AND RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372, DESCRIBED AS FOLLOWS:

## EASEMENT PARCEL 12 (HERMITAGE SOUTH PARCEL):

EASEMENT FOR THE INGRESS AND EGRESS, AND TO INSTALL, MAINTAIN, REPAIR AND REPLACE UTILITIES, OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 89 DEGREES 35 MINUTES 32 SECONDS WEST ALONG SAID EXTENSION 21.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EASEMENT PARCEL 13 (HERMITAGE NORTH PARCEL):

EASEMENT FOR THE INGRESS AND EGRESS OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 328.80 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 29 SECONDS WEST 30.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 329.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EASEMENT PARCEL 14:

EASEMENT FOR INGRESS AND EGRESS CREATED BY PLAT THEREOF RECORDED AUGUST 1, 2003 AS DOCUMENT NUMBER 0321318043 OVER AND UPON THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 00 DEGREES 00 MINUTES

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05 SECONDS WEST ALONG THE EAST LINE OF BLOCK 3, 225.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED EAST LINE 28.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 142.83 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET FOR A DISTANCE OF 47.13 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING BEARING OF NORTH 45 DEGREES 00 MINUTES 22 SECONDS WEST AND A DISTANCE OF 42.43 FEET); THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS WEST 51.99 FEET; THENCE NORTH 20 DEGREES 29 MINUTES 53 SECONDS WEST 6.17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 476.94 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 44 DEGREES 59 MINUTES 58 SECONDS EAST AND HAVING A DISTANCE OF 14.14 FEET); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 73.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 11.07 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 37 SECONDS EAST 76.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST 76.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 11.20 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 12 SECONDS WEST 24.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 79.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.00 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 26 SECONDS EAST 28.31 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 93.80 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 192.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY OF Cook County Clerk's Office