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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1011646043 Fee: \$52.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/26/2010 03:52 PM Pg: 1 of 9

Report Mortgage সংগ্রের 800-532-8785

The property identified as:

PIN: 32-05-226-011-0000

Address:

Street:

1108 WEST 185TH PLACE

Street line 2:

City: HOMEWOOD

State: IL

ZIP Code: 60430

Lender: SUSAN K. BARTKUS, AS TRUSTEE OF THE SUSAN K. BARTKUS DCELARATION OF TRUST DATED

5/24/1990

Borrower: MARY MARGARET BARTKUS AND BENJAMIN T. BARTKUS, HUSBAND AND WIFE

Loan / Mortgage Amount: \$191,000.00

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

Certificate number: 7109C94F-631E-4644-8EE1-33FEAF37C9FE

Execution date: 04/22/2010

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WHEN RECORDED WILL TO: SUSAN K. BALTKUS POBOX 510711 140 1ST STREET KEY COLONY BEACH, FL 33051 SPACE ABOVE FOR RECORDERS USE

Prepared by:

SUSAN K. BARTKUS POBOX SIOTII KEY COLONY BEACH, FL.

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given in APRIL 22, 2010 The mortgagor is

MARY MARGARET BARTKUS AND BENJAMIN T. BARTKUS,
HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to SUSAN K. BARTRUS DECLARATION OF TRUST DATED 5/24/1990, SUSAN K. BARTRUS, AS TRUSTED 5/24/1990, SUSAN K. BARTRUS, AS TRUSTED 5/24/1990, SUSAN K. BARTRUS, AS TRUSTED AND Whose address is POBOX 510711, 140 ISE STREET, KEY COLONY B. TACIT, FL 3305/ ("Lender"). Borrower owes Lender the principal sum of CNE HUNDRED NINETY ONE THOUSAND AND NOTICE DELLARS

Dollars (U.S. \$ 191,000.). This debt is evidenced by Borrower's note date; the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid rarlier, due and payable on MAY 1, 2040. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment or 21 other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage scant and convey to Lender the following described property located in COOK County, Illinois:

THE THE REAL AND REPORTED AND ASSESSED TO THE TOTAL ASSESSED AND ASSESSED AS A SECOND OF THE CONTRACT PARTY AND ASSESSED AS A SECOND OF THE CONTRACT PARTY AND ASSESSED AS A SECOND OF THE CONTRACT PARTY AND ASSESSED AS A SECOND OF THE CONTRACT PARTY AND ASSESSED AS A SECOND OF THE CONTRACT PARTY ASSESSED.

ILLINOIS - Single Family - Fannie Mee/Freddle Mac UNIFORM INSTRUMENT

-6H(IL) (9502).01 CHL (10/96) VMF MORTGAGE FORMS - (600)521-7291

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Parcel ID#: 32-05-226-011-0000 You09 which has the address of 1108 W 1857+ PLACE
HOMEWOOD, ILL (Street); [Z. 1 Code]

TOGETIEP WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now (the eafter 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."

BORROWEK CVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the "torerty and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the time to the Property against all claims and demands, while the any encumbrances of record. will defend generally the time to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTAL MENT combines uniform covenants for national use and non-uniform covenants with limited

variations by jurisdiction to cor stitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Liter st. Prepayment and Late Charges.

Borrower Borrower shall promptly pay when due the

1. Payment of Principal and I ster st. Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt cold need by the Note and any prepayment and late charges due under the Note.

2. Punds for Taxes and Insurance. Solve to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are clue un er the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority there this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly he and or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, it any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an tan but not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. (RESIA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and rear mable estimates of expenditures of future Escrow Items or estimate the amount of Funds due on the basis of current data and reas mable 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 federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Land. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, purely 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. However, Lender may require Borrower to pay a one-time charge for an incupendent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an ignorement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or entings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall not be required to pay Borrower any interest or entings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall not be required to the Funds and the purpose five inchesch debit to the Funds was made. The Funds are pleased as additional security for all sums secured by this Security Instrume for the Europe for the Europe for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no later than twelve monthly payments, at Lender's sole discretion.

monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Corrow, any Funds noted by Londer. If, under paragraph 21, Lender shall acquire or sell the Property, Londer, prior to the acquisitie 19 sale of the

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Property, shall apply any Punds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Unless applicable law provides otherwise, all payments received by Lender under 3. Application of Payments I and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; o third, to interest duc; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these -obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement entire enforcement of the lien; or (c) secures from the holder of the lien an agreement entire enforcement of the lien; or (c) secures from the holder of the lien an agreement entire enforcement of the lien; or (c) secures from the holder of the lien an agreement entire enforcement of the lien; or (c) secures from the holder of the lien an agreement entire enforcement of the lien; or (c) secures from the holder of the lien an agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien; or (c) secures from the holder of the lien and agreement entire enforcement of the lien agreement entire enforcement enti this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Haza, d or 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 floods or flooding, for vaice Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

Hooding, for vinci Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The inturging carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably with ield. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies 2 derenewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if premised promptly by Borrower. may make proof of loss if net made promptly by Borrower.

Unless Lender and Borrower o'her vise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Linkers Lander and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postnone.

Unless Lender and Borrower otherwise agree in wring, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in para, whis 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasendors, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as I orr wer'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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith jurdy then to could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Lender's examinations. otherwise materially impair the lien created by this Security Instrument or Lender's socurity interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also us in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender of felied to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but relimited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrumer t is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehall and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreement; contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Prop. in (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender r ay to and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include

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paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiur's required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice it the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Conder nation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lende.

In the event of a total laking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with my excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the ricing, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the takin; divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing o unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or no. The sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respo d to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, chile, or restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any apr ice on of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or the ige the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Levide, to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 one all Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a weiver of or preclude the exercise of any
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, surject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several, Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, rant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, morely forbear or secured by this Security Instrument; and (c) agrees that Letter and any once accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's contract the make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without that Borrower's contract the security Instrument or the Note without the Note with the Note without the Note with the Note with the

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13. Loan Charges. If the loan secured by this Security Instrument 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 abready 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Howeve, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 100 notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to partiese sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without fruit it notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discortinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 Secur y Just ament and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) payr (i) expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Pontower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Fowever, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable 1877. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disporal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, inything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the press as e, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. 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 paragraph 17 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 , ect rity 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 country other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instructor without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to obert all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable at oracys' fees and costs of title evidence.
- 22. Release. Upon pay cont of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower shall pay any cordation 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrume it. It one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument,

Graduated Payment Rider Balloon Rider VA Rider Graduated Payment Rider Rate Improvement Other(s) [specify]	Rider Biweekly Payment Rider Second Home Rider
	7/1

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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(s) executed by Borrower and recorded with it.

Witnesses:

		11
	Many Margaret Binthers by Benjamin T. Ber for attorney in bud (Scal)	e the
	for attorner in fuct	
	MARY MARCARET BARTKELS BOTTOWER	
	M. 1Chm. T. (Seal)	
^	BENTAMIN T. BAKTHUS -BOTTOWET	
	(Seat)	
0	Borrower	
STATE OF ILLINOIS,	County ss:	
(COLOTINE)	, a Notary Public in and for said county and state do hereby certify that	
0 11 10 5 5 Colu	A Notary Public in and for said country and state of the coy May Marchel Barthus by Hy Infercemently known to me to be the same person(s) whose name(s)	
subschibed to the foregoing instrument, apr cared by	before me this day in person, and acknowledged that the free and withness set, for the discs and purposes therein set forth.	
Given under my hand and official seal, this	331CM (3C) //	
My Commission Expires:	Notary Public	
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Angeles (1997) Angeles (1997)		
	4	
	0,	
	County Clark's Office	
	Form (CA 9/90	
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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000621997 OC STREET ADDRESS: 1108 W. 185TH PL.

CITY: HOMEWOOD COUNTY: COOK COUNTY

TAX NUMBER: 32-05-226-011-0000

LEGAL DESCRIPTION:

LOT 149 OF TOWN AND COUNTRY SUBDIVISION, A RESUBDIVISION OF OF VACANT LOTS, BLOCKS, ALLEYS AND PART OF ST. IN FLOSSMOOR HTS, J. C. MERCARTNEY'S SUBDIVISION PA. (SHIP. B) INOIS. IN SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, JET INOIS.