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Illinois Anti-Predatory **Lending Database Program**

Certificate of Compliance

Doc#: 1012512091 Fee: \$74.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/05/2010 11:23 AM Pg: 1 of 20

Report Mortgage Fraud

800-532-8785

The property identified as:

PIN: 16-11-406-019-0000

Address:

Street:

3510 W WALNUT ST

Street line 2:

City: CHICAGO

Lender: WELLS FARGO BANK NA

Borrower: Michael Carr

Loan / Mortgage Amount: \$228,637.00

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

Certificate number: 001F512B-4342-4B8B-9480-10CEC0CC91B3

Execution date: 04/23/2010

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Return To: FINAL DOCUMENTS X2599-024

405 SW 5TH STREET DES MOINES, IA 50309-4600

Prepared By: CHERRY A. SPIVEY WELLS FARGO BANK, N.A. 1 E 22ND STREET LOMBARD, IL 60148

-{Space Above This Line For Recording Data}-

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this doc ment, which is dated APRIL 23, 2010 together with all Riders to this document.

(B) "Borrower"is MICHAEL CARR, A SIFT MAN

Borrower is the mortgagor under this Security Instrument. (C) "Lender"is WELLS FARGO BANK, N.A.

County Clark's Lender is a National Association organized and existing under the laws of THE UNITED STATES OF AMERICA

0267631836 28-28-60777806 ILLINOIS- Single Family - Fannie Mau/Freddie Mac UNIFORM INSTRUMENT 28-28-60777806 NMFL 3014C (ILCM) Rev 1/2009

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| Lender's address is P. O. DES MOINES, IA 50306 | | | | | | |
|---|--------------------------------|----------------------|----------|-----------------------|----------------|---------|
| Lender is the mortgagee und | | rument. | | | | |
| (D) "Note" means the promis | ssory note signed by | Borrower and dat | edAl | PRIL 23, 2010 | | |
| The Note states that Borrowe | r owes Lender TWO | HUNDRED THEN | TY- | EIGHT THOUSAN | XI2 OF | |
| HUNDRED THIRTY-SEVEN | | | | | | llars |
| (U.S. \$ ***228,637.00 |) plus interest. | Borrower has pron | nisco | l to pay this debt in | ı regular Per | iodic |
| Payments and to pay the deb | | | | • - | • | |
| (E) "Property" means the p | roperty that is desc | ribed below under | the | heading "Transfer | of Rights in | n the |
| Property." | | | | | 1 1 1 | |
| (F) "Loan" means the debt of | | | | | and rate cu | stRes |
| due under the Note, and all s | | | | | | |
| (G) "Riders" means all Rid | | | e ex | ecuted by Borrowe | r. The follo | wing |
| Riders are to be executed by | Borrower [check b | ox as applicable]: | | | | |
| Ø3 | | | | 1 | _ | |
| Adjustable Rate Rider | | | — | Second Home Rid | er | |
| Balloon Rider | Planned Unit I | Development Rider | - | 1-4 Family Rider | | |
| Rider | Biweekly Payr | nent Rider | | Other(s) [specify] | | |
| | | | | | | |
| 70_ | | | | | | |
| (H) "Appli aN: Law" me | ans all controlling | applicable federa | l, st | ate and local stati | ntes, regulat | ions, |
| ordinances and rum istrativ | e rules and orders | (that have the effe | ct of | law) as well as all | applicable: | final, |
| non-appealable ju/ici/l opin | | ` | | • | | - |
| (I) "Community Acciatio | | Assessments" me | ans s | all dues, fees, asser | sments and | other |
| charges that are impose | r Borrower or th | e Property by a | cond | dominium associat | ion, homeov | vaers |
| association or similar organi | | o riopais, e, - | | | , | |
| (J) "Electronic Funds Tra | | transfer of funds | oth | er than a transacti | ion originate | ed by |
| check, draft, or similar par | maner merus any | ish is initiated the | امسم | h an electronic ten | minal telen | honic |
| check, draft, or similar pag | jer in Guineau, wu | ich is minarch in | Ougi | harian e Samaial i | natitution to | debit |
| instrument, computer, or ma | ignetic tal e ac az re | oruer, instruct, or | au. | Morize a mismerar a | | telles |
| or credit an account. Such | term includer, out | is not innited to, | роп | ni-oi-saic transfers, | aniomatei | rener. |
| machine transactions, trans | iters initiated by | retephone, wire t | rans | iers, and automa | ed clearing | доцѕе |
| transfers. | | | _ | | | |
| (K) "Escrow Items" means | those items that are | des ribed in Section | DE 3. | | | |
| (L) "Miscellaneous Procee | ds" means any com | pensalion, attiem | ent, | award of damages, | or proceeds | s paid |
| by any third party (other the | m insurance procee | ds paid and a the | COVE | rages described in | Section 5) fo | or: (i) |
| damage to, or destruction of | of, the Property; (i | i) condemnation o | r oti | her taking of all o | r any part o | of the |
| Property; (iii) conveyance i | n lieu of condemns | ition; or (iv) misre | p es | entations of, or on | nissions as to | o, the |
| value and/or condition of the | e Property. | | | 7 | | |
| (M) "Mortgage Insurance" | ¹ means insurance p | rotecting Lender a | pair | 🖈 me nonpayment | of, or defau | lt on, |
| the Loan. | - | | | | | |
| (N) "Periodic Payment" me | eans the regularly s | cheduled amount d | ue fo | or (i) principal and | interest und | er the |
| Note, plus (ii) any amounts | | | | | | |
| (O) "RESPA" means the R | eal Estate Settleme | nt Procedures Act | (12 | U.S.C. Seution 250 | 01 et seq.) a | nd its |
| implementing regulation, R | egulation X (24 C | F.R. Part 3500). | es ti | hev might be azor | ded from ti | me to |
| time, or any additional or st | accessor legislation | or regulation that | 20Vč | erns the same subic | ct metter. As | used |
| in this Security Instrument, | "RESPA" refers to | all requirements a | nd n | estrictions that are | in oc sed in r | egard |
| to a "federally related mort | oage loan" even if | the Loan does not | | lify as a "federally | related 401 | n. age |
| loan" under RESPA. | Subo town committee | TO TOM 4040 WO | 7 | | | |
| TOUR WENCE VENIEVE | | | | | | Z. |
| | | | | | | |
| ILLINOIS - Single Family - Fant | rie Mae/Freddie Mac 1 | JNIFORM INSTRUME | NT | m/ / | | 10 |
| -6(IL) (0011) | | Page 2 of 15 | | Initiate: // 1 C | Form 3014 | 1/01 |
| —————————————————————————————————————— | | | | - | | |

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the COUNTY

[Type of Recording Jurisdiction]:

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number: 16-11-406-019

3510 W WALNUT ST

CHICAGO

("Property Address"):

which currently has the address of

[Street]

[City], Illinois 60624

[Zip Code]

TOGETHER WITH all the improvements have a hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter 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 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 latter 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 agric of 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 may prepayment charges and late charges due under the Note. Borrower shall also pay funds for Esci we It are pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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

2. Applies ion of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accept do it applied by Lender shall be applied in the following order of priority: (a) interest due under the Not; (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 la e classes, second to any other amounts due under this Security Instrument, and then to reduce the principal beliance of the Note.

If Lender receives a paymer, from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late tharge due, the payment may be applied to the delinquent payment and the late charge. If more than one Perio ic 1 avment 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 extender the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to only 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, "A liscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or charge 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 revoide for payment of amounts due for: (a) taxes and assessments and other items which can attain pricate 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 item 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 seed all notices of unounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless to der 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 in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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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, insurementality, 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 to be paid on the Funds, Lender shall not be required to pay Borrower any interest or ear any, on the Funds. Borrower and Lender can agree 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 RES'A.

If there is a surplus of Tands held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in a contance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender thall 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 Furrower 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 his Scurity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxts as essments, charges, fines, and impositions attributable to the Property which can attain priority over this for unity Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dies, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay the a via the manner provided in Section 3.

Borrower: (a) agrees in writing to the payment of the obligation secured by he had in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contents the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lerica's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only up'll such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lerica's 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 do utifying the

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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 ray near of any fees imposed by the Federal Emergency Management Agency in connection with the retire of any fees imposed by the Federal Emergency between the Borrower.

It 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 the two wer, 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 Borrow a could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of too ower 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, abe it is clude a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss pay e. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall rountly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, suc'l 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 in number was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or epair is economically feasible and Lender's security is not lessened. During such repair and restoration proof, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspension as all be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single pyment or in a series of progress payments as the work is completed. Unless an agreement is made in writing at Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to the parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of 1 orrower. 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, vitter the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, vitter the sums secured by this Security Instrument, whether or not then due, vitter the sum of the

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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 car wise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating car mustances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destrive, lamage or impair the Property, allow the Property to deteriorate or commit waste on the Property With ether 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 parameter by 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 disbate 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, Sorrower 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 unitary of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such a linterior 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 isocurate 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.
- 9. Protection of Lender's Interest in the Property and Rights Lear 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 cond or action or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument (a.) enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and perform whatever is reasonable or appropriate to protect Lender's interest in the Property and rights unler this Security Instrument, including protecting and/or assessing the value of the Property, and securing at d in repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured b, a len which has priority over this Security Instrument; (b) appearing in court; and (c) paying re some let

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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. 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 wa d the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain cover se 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 Bor ower shall continue to pay to Lender the amount of the separately designated payments that were due war. The insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nor, refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, noty hi standing the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Boltovier 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 select of by Lender again becomes available, is obtained, and Lender requires separately designated payments oward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of makin, the Loan and Borrower was required to make separately designated payments toward the premiums fir Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in error, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ender a secondance 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 a merest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any unity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan is 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 has rer 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 not lide funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, nother 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 integage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing lower for a spacement 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.

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(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 by essened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whe her 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 exect, if any, paid to Borrower.

In the even 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 arrownt of the sums secured by this Security Instrument immediately before the partial taking, destruction, cirless 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 faction: (a) the total amount of the sums secured immediately before the partial taking, destruction, r. loss in value divided by (b) the fair market value of the Property immediately before the partial taking, a struction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial takin q, destruction, or loss in value of the Property in which the fair market value of the Property immediately per re he 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 virity of the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or with the sums are then due

If the Property is abandoned by Borrower, or is after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) o fers 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 estoration or repair of the Property or to the sums secured by this Security Instrument, whether or not the 1 dr 2. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party again, wo om Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, wheher 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 c re such a default and, if acceleration has occurred, reinstate 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 ry or other material impairment of Lender's interest in the Property or rights under this Security Institute? The proceeds of any award or claim for damages that are attributable to the impairment of Lender's inter 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 Prop. tt/ 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 of payment or modification of amortization of the sums secured by this Security Instrument granted by

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

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 Follower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all i 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. Charges. Lender may charge Borrower fees for services performed in connection with Borrower's (et. 11, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, 'acluding, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any of er lees, 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 probable by this Security Instrument or by Applicable Law.

If the Loan is subject to a which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such lose 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. Let let 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 any prepayment charge (whether or not a prepayment charge is provided for under the hote). 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 Lende 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 convents in the constitute notice to Borrower's notice address if sent by other means. Notice to any one Borrower shall be the Property Address unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice as 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 though that specified procedure. There may be only one designated notice address under this Security Instrument and the given by delivering it or by mailing it by first class using the Lender's address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender antil actually received by Lender. If any notice required by this Security Instrument is also requirement under this Security Instrument.

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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 phiral and vice versa; and (c) the word "may" gives sole discretion without any obligation to

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 writch 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

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If here's vercises 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 Be row a 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 Rivit to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the nour to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five day a lafore sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period is 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) cur s ar y 'efault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security m', ment, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other firs incurred for the purpose of protecting Lender's interest in the Property and rights under this Securit / Inst ument; 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 officing forms, as selected by Leader: (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 federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Portower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleratio 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 of a partial interest in the Note (together with this Security Instrument) can be sold one or more time. with prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicar") 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 a x might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Yoan Servicer, Borrower will be given written notice of the change which will state the name and addre is of the new Loan Servicer, the address to which payments should be made and any other information PECA

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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 heroicide 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, so ety or environmental protection; (c) "Environmental Cleamp" includes any response action, remedial activat, 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 fermi 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 afficting 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 a twersely 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 (1, b. zardous 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 Borrover has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, busing, 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 Dour were learns, or is notified by any governmental or regulatory authority, or any private party, that any removed or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promoved ake all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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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 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, 'activiting, 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 Seculity in trument. 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 tree is permitted under Applicable Law.
- 24. Waiver of Lomestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and 1, virtue of the Illinois homestead exemption laws.
- 25. Placement of Collatteral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Norrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect, ender'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 mar'c a ainst Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Tender, 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 competition 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 cost of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own. Clothic

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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. Witnesses: Zn (Scal) MICHAEL CARR (Scal) 0000 C -Borrower (Scal) . (Scal) -Borrower -Воггомел (Seal) (Scal) -Воггоwег (Seal)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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County ss: a Notary Public in and for said county and

I, State do hereby certify that MICHAEL CARE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD

day of APRIL, 2010

My Commission Expires:

"OFFICIAL SEAL" WENDY JOSEPH Notary Public, State of Illinois My Commission Expires 09/22/11

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VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED ASSUMABLE AGENT.

THIS YA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 23RD , and is incorporated into and shall be deemed to amend (APRIL, 2010 and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of ever date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to WELLS 'ARGO BANK, N.A.

(herein "Lenger", and covering the Property described in the Security Instrument and located at 3510 W WALNUT St., CHICAGO, IL 60624

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Ler Jer Surther covenant and agree as follows:

If the indebtedness secured hereby be guarantee or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effe t on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby and ded or negated to the extent necessary C/O/7/5 O/F to conform such instruments to said Title or Regulations.

MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may for exlose immediately or may exercise any other rights hereunder or take any other proper action as by law

TRAINSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the oroverty securing such loan to any transferee, unless the acceptability of the assumption of the loan is establis' ed unsuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized ra safer ("assumption") of the property shall also be subject to additional covenants and agreements as sal fund below:

- (a) ASSUMPT ON FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as t us to for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, he see shall constitute an additional debt to that already secured by this instrument, shall bear interest at "ic ate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is even pt under the provisions of 38 U.S.C. 3729 (c).
- (b) ASSUMPTION PROCESSING Crance: Upon application for approval to allow assumption of this loan, a processing fee may be charged to the loan holder or its authorized agent for determining the creditworthiness of the assumer and subseque tly revising the holder's ownership records when an approved transfer is completed. The amount of this marge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States
- (c) ASSUMPTION INDEMNITY LIABILITY: If this of lightion is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the De ar ment of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this Initials: Me 75 instrument.

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PROPERTY LEGAL DESCRIPTION: FFICIAL COPY

LOT 49 IN JOHN B. DRAKE'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ LYING NORTH OF LAKE STREET AND SOUTH OF RAILROAD (EXCEPT THE WEST 5.54 CHAINS) IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-11-486-019-U16-11-486-019-UClarks Office