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#### Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

1103149059 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/31/2011 10:46 AM Pg: 1 of 12

Report Mortgage Fraud 800-532-8785 15822-10-034

The property identified as:

PIN: 23-24-214-006-0000

Address:

Street:

7223 W 113th Place

Street line 2:

City: Worth

**ZIP Code: 60482** 

Lender: Prospect Federal Savings Bank

Borrower: The Private Bank and Trust Company, successor trusfee to Founders Bank f/k/a Worth Bank and Trust as

trustee u/t/a dated February 10, 1981 and known as Trus' Number 3556

Loan / Mortgage Amount: \$112,500.00

This property is located within the program area 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: 12DD601C-8B85-418B-A08F-25B36B4B2CBC

Execution date: 01/13/2011

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| Prepared By:  |   |
|---|---|
| Prospect Federal Savings Bank 11139 S. Harler Ave.  |   |
| Worth, IL 60482-1801  !Space Above This Line For Recording Data!  |   |
|   |   |
| DEFINITIONS   |   |
| DEFINITIONS   |   |
| Words used in multiple sections of this document are defir ed by low and other words a and 21. Certain rules regarding the usage of words used in this document are also p  | are defined in Sections 3, 11, 13, 18, 20 rovided in Section 16.        |
| (A) "Security Instrument" means this document, which is dated January 1 Riders to this document.  (B) "Borrower" is The Private Bank and Trust company, successor trustee   | to Founders Bank f/k/a Worth  |
| Bank and Trust as trustee u/t/a dated February 10, 1981 and known as Trus   | t Number 3556.  |
| Borrower is the mortgagor under this Security Instrument.  (C) "Lender" is Prospect Federal Savings Bank  | . Lender  |
| is a Corporation organized and existing under the laws of the   | he state of Illinois  |
| Lender's address is 11139 S. Harlem Ave. Worth, IL 60482-1801   |   |
|   | uary 11th 2011. The Note  |
| states that Borrower owes Lender One Hundred Twelve Thousand Five Hundred Dollars (U.S. \$ 112,500.00   | ) plus interest. Borr swer has promised                                 |
| to pay this debt in regular Periodic Payments and to pay the debt in full not later than (E) "Property" means the property that is described below under the heading "To  | December 1, 2º40  |
| <ul> <li>(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment of Note, and all sums due under this Security Instrument, plus interest.</li> <li>(G) "Riders" means all Riders to this Security Instrument that are executed by Bor executed by Borrower [check box as applicable]:</li> </ul> | charges and late charges due under the                                  |
| ☐ Adjustable Rate Rider       ☐ Condominium Rider         ☐ Balloon Rider       ☐ Planned Unit Development Rider         ☐ 1-4 Family Rider       ☐ Biweekly Payment Rider  | Second Home Rider  Other(s) [specify] Land Trust  Rider to the Mortgage |
| ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 9806.CV (1/05) OL384   | Form 3014 1/01 (page 1 of 10 pages) Creative Thinking, Inc.             |
|   | GOTO(00076dbd)  |

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|  |                                       | ्रिक्ट्य (स्ट्रिप्ट                          | , \$4 <u>1, 31</u>            |          |
|  | — Дэвэлрр√Арадонд.<br> Тоолу          | .4 781-00 Steamill                           |                               | Morth    |
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Parcel III Vamber 23-24-214-006-0000 &23-24-214-007-9000

Stopo Of Co. BRINGIDAL MERUDIAN, IN COOK COUNTY, ILLINOIS NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 37, NORTH, RANCE 12, EAST OF THE THEBD POLS THE MID TITLIN MELHOR DONNS HYBITEM VARACE MODILION' Y SOBDIAISION OB LIGE

Name of Recording Activities Inousibeimt gn breast to sept !

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 $\mathrm{of}\mathrm{Cook}$ For this purpose. Borrower does haveny mortgage grant and convey to Lender and Lender's successors and assigns that the Note: and (ii) the performance of Borrower's givenants and agreements under this Security Instrument and the Mote. The englicabilities from and all renewals, extensions and rotational articles are winner of seaucest menoment yethook sid!

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\*Successor in Interest of Bi crower" means any party that has taken fulle to the Property, whether or not that party that has taken fulle to the Property, whether or not that

requirements and rest income that are imposed in regard to a "federally related mortgage loan" even if the Loan does real qualify as a "federally related mortgage lean" under RESPA legislation or regular on that gererus the same subject matter. As used in this Security Instrument, "PPEPP," Class is all regulation, Regal, no. X (24 G E.R. Part 3500), as they might be amended from time to time, or any additional or surcessor

guilmountelighte Benk Benk Benkernent Procedures Act (1.5.1.5.C. §260) et seg.) and its miglemounting any amounts and a Socion 8 of this Security Instrument.

(V) "Periodic Payment" means the regularly scheduled amount due for (i) principal and uncreat under the Your plant it.

Merigage Insurance" means insurance protecting Lender against the nonpayment of or default on the case.

(vv) misrepresentations of, or omessions as to, the value and/or condition of the Property.

the Property; (ii) condemnation of other taking of all or any part of the Property; (iii) conveyance in tieu of condemnature or party (other than maturance proceeds paid ander the coverages described in Section 5) for: (1) damage to, or destruction of

family was go biag absocout to assure and of demonstration, settlement, award of damages, or proceeds paid by the family

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point-of-sale fransfers, automated teller masterions, transfers initiated by telephone, wire transfers, and sutomated to order, instruct, or authorize a basaccut matination to debit or credit an account. Such term includes, but as not impled to. paper matrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic rapie some (b) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, dealt, or steads imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges thereby Lear-lange Inicibus of Inflangque non Lunii olduoilqqu II e su II ow en ( wal to 1960) odr weni terh) grobo om gota grantalniada. (II) "Applicable Law" means this controlling applicable federal state and local statutes, regulations, promises and

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security I strument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments lue 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 aron an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer

Payments are deerned 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 insulfic ento 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 P rioc ic 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 ar plied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Born wer might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 2.51 h payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other

amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

1LLINOIS —Single Family —Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3014 1/01 (page 3 of 10 pages) Creative Thinking, Inc.

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additional loss parase. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Bossower disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages and or as an All meanages policies required by Lender and renewals of such policies shall be subject to Lander a rigin to

thom the date of dishursement was shall be payable, with such interest apon notice from leader to thorower expensive exceed the gost of insurance that Borrower could have obtained. Any amounts disbursed by I ender under this Section 5 shall be come additional debt of Borrower secured by this Security Instrument. These amounts shall be at interest at the Note take than was proviously in effect. Borrower acknowledges that the cost of the insurance coyeage so obtained might significantly Property, or the contents of the Property, against any risk, bayard or liability and might provide greater or ceses coverage coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borroy et squity in the H Borrower falls to mirrann any of the coverages described above, Lender any particular for or arrested of Lender is under so purchase any particular for arrested of Lender is under so burchase any particular for arrested of Lender is under so burchase any particular for arrested of the contrasted o

services and subsequent charges, each time remappings or similar charges occur which reasonably might affect each determination or certification. Expressed that also be responsible for the payment of any if soften is electricated on the payment of any first perfect than a connection with the review of any flood zone determination to the payment of any analysis of the payment of any payment of ased by Lender in connection with the Loan is a property to surface the large the improversity of Lender in connection with the Loan is in the major of the surface of the large large the large the large the large the large the large the large large the large the large the large large large the large large the large the large large the large large large the large large large the large large the large large large the large large the large large large large the large large large large large the large l

used by Lender in connection with this Loan

above in this Section 4.

Property which can attain property that sees and taxes, assessments, charges, fines, and impositions are beached payments or ground rents on the froperty, if any and Community Association Dure. Fees, and Assessments, if any. To the extent that these items are Fserow lienze, there is and Community Association Dure. Fees, and Assessments, if any. To the extent that these items are Fserow lienze, there is an indice of the payment of the payment of the field in a manner acceptable to Lender, but only so long as agrees in withing to the payment of the child any lien which in Lender a proceedings which in Lender appropriate the bent in good faith by, or defends against enforcement of the lien an agreement of the hen at a proceedings which in Lender but hones of the bent, within pending, but only intition of the payment of the content of the lien an agreement of the lien an agreement of the lien at a payment of the lien an agreement of the lien at a payment of the lien and any part of the lien at the lien of the lien and any part of the lien at a payment of the lien and a proceedings which is a being any proceedings which in Lender but may give Borrower a notice identifying the lien at the lien and any part of the Property is subject to a lien and a payment of the Property is subject to a lien which can attend to the lien and a proceedings which had not been acceptable to the lien and a payment of the Property is subject to a lien and a payment of the Property is subject to a lien and a payment of the lient and a lient lien

Obserges; Liche. Entroner shall pay all taxes, assessments, charges, fines, and impositions am dominion it is

Emids held by Lender Chon payment in hill of all sums secured by this Security Instrument. Lender shall promptly refined to Borrower and Country payments are secured by the Security Instrument. Lender shall promptly payments are secured by the Security Instruments. excess funds on a suppose of the second in section, as defined under Account a processory to make 19 the shall not the strong of the second and the second in second and the second as the second as the second and the second and the second as the s

Funds: Lender shalt give to Borrawer, without charge, an annual accounting of the Funds as required by RESP. . Ender shall account to Borrawer for the any interest or carnings on the bunds. Borrower and Lender can agree in writing, however, that interest shall be paid on the made in writing or Applicable Law toquines interest to be paid on the Funds. Lender shall not be required in pair Borrossew pays Borrower interest on the Funds and Applicable Law permits I ender to make such a charge. Unless an appearence is for holding and applying the funds, annually analyzing the esciow account or verifying the Escrow terms, unless flender apply the Funds to pay the Escribe theories in later than the time specified under RESPA. Lender shall not sharp escribed

(including) ender its in itstitution whose deposits are so insured) or in any Federal Horse Loan Bank. Leader stell The Funds shall be held in an institution whose deposits are maured by a federal agent, institution or many he I aldustiqqA ditw a medioodan in aslamado no small

shall estimate the sample of Finds on the basis of current data and reasonable estimates of expenditures of the sample of the samples of the the time specified under RISSP and (b) not to exceed the maximum amount a lender can require under RESPA Lender tonder roay, at any tiese, colloct and hold Punds in an amount (a) sufficient to permut kender to apply the funds at

Borrower shall pay to Lender all Funds, and its such amounts, that are then required under this Section ? waiver as in any see all Escrow Berns, at any time by a notice given in accordance with Section 15 and upon such revocation. amount and Rownsky shall they be obligated under Section 9 to tepay to Lender any such another. Lender may recolor the and busting the plant of the second decide in a ferror Henry Landy may exercise its rights under Section 12 and 1991 and

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shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a

standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

If Bonov er abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrov er 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 accounts 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 eithe 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's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not

be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy,

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

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

prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default i', Juring the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failer to provide Lender with material information) in connection with the Loan. Material representations include, but are not limite (1), representations concerning

Borrower's occupancy of the Property as Borrower's principal residence.

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

> Form 3014 1/01 (page 5 of 10 pages) Creative Thinking, Inc.

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Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the surer specured by this Security instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and secured by this Security instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and In the event of a partial taking, destraction, or loss in value of the Property in which the fair market value of the

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

paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section. Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any Proceeds. If the restoration or repair is not economically leasible or Lender's security would be leasened, the Miscellancous Miscellaneous Proceeds, Lendar shall not be required to pay Borrower any interest or earnings on such Assellaneous promptly. Londer may pay for the repairs and restoration in a single disbursement or in a series of progress gardiners as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest as being no such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection, shall be undertaken period. Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportantly te mapped such

If the Property is damaged, such Miscellaneous Proceeds shall be upplied to restoration or repair and restoration of the Property is damaged, such as Property is damaged as Property is damaged by Property is damaged gabro, this bisqud Ilinia

the Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous broad architecture of the Assignment of Miscellaneous Proceeds; Forfeiture.

anearned at the time of such cancellation or termination.

Insurance terminated automatically, and/or to receive a refund of any Mortzage Insurance premiums that were receive certain disclosures, to request and obtain cancellation of the Mor. gage Insurance, to have the Mortgage insurance under the Homeowners Protection Act to 1998 or any other in y. These rights may include the right in (b) Any such agreements will not affect the rights Borrow at as - if any - with respect to the Mortgage

Insurance, or any other terms of the Loan. Such agreements of not increase the amount Borrower will ove tor (a) Any such agreements will not affect the aurount that Borrower has agreed to pay for Morrgage

reinsurance." Further

Frience? a fish in exchange for a state of the premiunis nr.d to the insurer, the arrangement is rollen termed or any affiliate of any of the foregoing, may the foreedy or indirectly) amounts that derive from (or might necharacterized as) a portion of Borrower's payment. It such as economic handles that an affiliate of lender takes a share of the mortgage insurer's risk, or reducing losses. It such as economic that an affiliate of lender takes a share of the

As a result of these agreements, Lender any purchaser of the Note, another insurer, any reinsurer, any other ensity

Mortgage meurers evolval, their total risk on all such instrumee in force from time to time, and may contained their altereduce losses. These agreements are on terms and conditions that the mortgage incurred in one to make payments and the other parties to parties that the mortgage insurer to make prym ms using any source of funds that the mortgage insurer to make prym ms using any source of funds that the mortgage insurer may have available required the mortgage insurer to make prym ms using any source of funds that the mortgage insurer may have available to which may include lends obtained from Mortanance premiums.)

Borrower does not repay the Loris as agreed. Borrower is not a party to the Mortgage Insurance.

Morreal's obligation to particless; at the rate provided in the Note.

Borrower's obligation to particless; at the rate provided in the Note. Londer s requirement from anon or until termination is required by Applicable Law. Nothing in this Section: () affects, providing for such from anon or until termination is required by Applicable Law. Nothing in this Section: () affects. shall pay the present an required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, entil Borrower was or made to make separately designated payments toward the premiums for Morigage Insurance. Borrower the premium for Morigage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward reserve payments if Mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an Lender shall not be required to pay Bostower any interest or carnings on such loss reserve. Lender can no longer require loss Insurance. Such loss reserve shall be non-refundable, norwithstanding the fact that the Loan is ultimately paid in full land ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in heu of Morigage shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance corresponds to the pay of the payment of t a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurance coverage is not available, Horrower mortgage insurance coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage is not available in the coverage in the coverage in the coverage is not available in the coverage in the coverage in the coverage is not available in the coverage in the coverage in the coverage is not available in the coverage in th shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, as Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance. Borrown coverage required by Lender ceases to be available from the mortage maurer that previously provided such mean ance are shall pay the premiums required to maintain the Mortgage insurance in effect. If, for any reason, the Mortgage training

Thirt Sections of the Property for its feasehold. Borrower shall not merge unless Lender agrees of the Property and the provided of the Property of the Proper

with such injerest, upon notice from Lander to Borrower requesting payment. Security instrument. These amounts shall bear interest at the Note rate from the date of dishursement and shall be payenig

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Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial

taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or one material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order

provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence preceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amor ization 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 vaiver 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 at d several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) sco-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the term; of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees or a Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of his Security Instrument or the Note without the co-

Subject to the provisions of Section 18, any Successor in Interest of Bettower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain a lof Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall

bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender.

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seen of extend from the griving out rotte borroq oldenoseen a otered grisq tothe aft behavits has describ begulfa dour to Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15). that the other party has breached any provision of or any duly uned by reason of this Security Instrument, with such Veither Borron et ace t coder may commence, join, or be joined to any judicial action (us cultures an articulast hintentiment or fine member of a class) that arises from the party's actions pursuant to this Security instrument or diagrapheter

transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser of the Soic, the morigage loan servicing obligations to Borrower with remain with the Loan Servicer or be Lown Sorvices, the indicess to which payments should be made and any other information RESPA requires to anceron were a notice of nanefer of services at the More is sold and thereafter the Loan is serviced by a Loan Services other than the notice of nanefer of services other than the Loan is serviced by a Loan Services other than the the Loan Servicer. Borrower will be given written notice of the change which will state the name and address of the new Law. There also ength be one of more changes of the Loan Servicer unrelated to a sale of the Note. Likery is a change of together with this Security Instrument) can be sold one or more times without prior notice to is are ver. A sale might reach in a change in the entity (known as the "Loan Servicing obligations Periodic Payments due under an American Security instrument and porternament and porternament of the Note, this Security instrument and porternament and porternament.

acceleration had occurred. However, this right to reinstate shall not apply in the case or a coleration under Section 13. Borrower pay auch remaine unchanged unites as orderwise provided under Apprende and selected by Lender (a) each money order; (c) certified check, from the following forms, as selected by Lender (a) each money order; (c) certified check, from the following the fraction of by a federal agency, instrumentality or entitied any such checks is drawn upon an institution whose deposits are manned by a federal agency, instrumentality or entitle fraction. Therefore any instrumentality or entitles fraction and the federal control of the fraction of the fraction in the fraction and the fraction a instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that and valuation fees, and other fees accounted for the propose of protects in iterest in the Property and regime maker bane. Security institution in source such protects and the paying the source of t meurred in enforcing this Security Instrument, including, but acclimited to, reasonable attorneys lees, properly mapsetting Mole as it no acceleration had occurred; (b) cures any default of my other coverants or agreements; (c) pays all expenses. specify for the termination of Burrower's right to reinstruct of control of a judgment enforcing this Security Instrument. Those conditions are that Borrower's right to reinstruct of control of a judgment enforcing this Security Instrument. have the right to have enforcement of this Security I strument discontinued at any time prior to the earliest of (a) fixed by sale of the Property pursuant to Section 22 of the Security histriment; (b) such other period as Applicable Lawrength 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Berrower dealt

person and a concretant mearst of bott all sums accured by this Security Instrument. However, this option shall not be accured by Lender leads to be primed with the following security instrument. However, this option shall give Borrower notice of acceleration. The notice shall proved a person of not less than 30 days from the date to accordance with Section 15 within which Borrower must pay all sums accured by this Security instrument. If Sotrower fails to pay these sums prior to the expiration of this period, Lender and the date to accordance with Section 15 within which Borrower must pay all sums accured by this Security instrument. If Sotrower fails to pay these sums prior to the expiration of this period. Lender and may myoke any remedies permitted by the Section 5 distribution further motice or demand on Borrower.

Property incure any fegal or beneficial interest in the Property, including, but not limited to, those beneficial interests in the Property, including, but not limited to, those beneficial interest or believe the feet of interests of this by Denote the feet of all or any part of the property or any interests in the Property is sold or transferred (or if Borrower is not a fall or any part of the property or any interest in the Property is sold or transferred (or if Borrower is not a fall or any part of the feet and or transferred) without Lender's prior written consern Lender and person and a beneficial incurs.

18. (c. pafer of the Proporty of a Beneficial Interest in Borrower. As used in this Section 18. Interest in the

word "may giver sole discretion without any obligation to take any action.

words or words of the feminine genden (b) words in the singular shall mean and include the plural and stock recent and is

As used in this Security Institution (a) words of the masculine gender shall mean and include correspondences

noisivery guiraffres out medicy rolls Applicable Law such conflict that affect other provisions of this Security Instrument or the Note which can be given against agreement by contract. In the event that any provision or clause of this Security Instrument or the Moleconflicts with impliently allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a probabilion security instrument are tableated any requirements and limitations of Applicable Law. Applicable Law might explicitly lederal law and the law of the infiediction in which the Property is located. All rights and obligations contained in this 16. Governing Laws Severability, Rules of Construction. This Security instrument shall be governor by

абавицувиј under Applicable Lan, the Applicable Law requirement will safely the corresponding requirement under this Pennin been given to Lorder until actually received by Lender. If any notice required by this Security Instrument is also required another address by notice to frontower. Any notice in connection with this Security histrument shall not be deeped to have given by delivering it or by maining it by first class mail to Lender's address stated herein unless Lender has designated may be only one designated notice address under this Security Instrument at any one time. Any notice to Lendor shall be Borrower's change of address, then Borrower shall only report a change of address through that specified proceeding they seem of address through the specified procedure. Bomoset apar beoughly acoust seader of Bonower's change of acquess. It lender specifies a procedure by separate

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corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything 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 adversely affects the value of any Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of plazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Figure (including, but not limited to, hazardous substances in consumer products).

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

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

22. Acceleration; Remedies. Lender s'all 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) or reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of gay 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 intitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights

under and by virtue of the Illinois homestead exemption laws.

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

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| a Worth Bank and Trust as trustee usize. 1981 and known as Trust Sumber 3556.  | ounders Bank f/k/:<br>ated February 10, | q<br>A                                     | 1,000  |

BY SIGNING BELOW. Borrower accepts and agrees to the terms and coverants contained in this Security

The Private Bank and Trust company, successor trustee w

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#### LAND TRUST RIDER TO THE MORTGAGE

| This Rider is dated   |  |   |  |  |  |
|---|--|---|--|--|--|
| Prospect Federal Savings Bank ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at: 7223 W. 113th Pl. Worth, IL 60482   |  |   |  |  |  |
|   | [Property Addres   |   |  |  |  |
| The   | he Trustee agrees that the Security Instrument is amended and  | supplemented to read as follows:  |  |  |  |
| A.  | The Property covered by the Security Instrument (referred to but is not limited to, the right of the Trustee or of any benefic and covering the Property to manage, control or possess, the rental, sale, Lyrothecation or other disposition thereof, when property.   | ciary of the trust agreement executed by the Trustee the Property or to receive the net proceeds from the   |  |  |  |
| B.  | The entire principal sum remaining unpaid together with a election and without notice; oe immediately due and payable Property is sold or transferre a without the Lender's prior conveyance of property or any right, title or interest therein involuntary, by outright sale, deed, i istallment sale contract, with a term greater than three years, lease-option contract, as other method of conveyance or real or personal property interests. | if all or any part of the Property or any right in the written permission. "Sale or transfer" means the a, whether legal or equitable, whether voluntary or land contract, contract for deed, leasehold interest signment of beneficial interest in a land trust or any |  |  |  |
| C.  | The Trustee warrants that it possesses full power and author   | ity to execute this Security Instrument.  |  |  |  |
| The Borrower described in the Security Instrument is the Trustee under the Trust Agreement dated February 10, 1981 and known as Trust No. 3.56.  The Security Instrument is executed by the Trustee, not personally but as such Trustee in in exercise of the authority conferred upon is as Trustee under the trust described in the foregoing sentence. The Trustee is not personally liable on the Note secured by this Security Instrument. |  |   |  |  |  |
| By signing this Rider, the Trustee agrees to all of the above.  |  |   |  |  |  |
|   | tro<br>Tr  | ne Private Bank and Trust company, successor ustee to Founders Bank f/k/a Worth Bank and rust as trustee u/t/a dated Februsary 10, 1981 and known as Trust Number 35 56.  |  |  |  |
|   |  | i Co  |  |  |  |
|   | B  | y Luda Lee Luty<br>(Signeture)  |  |  |  |
|   | Its  | s: Land Trust Consultant  |  |  |  |