#### Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 06-18-216-008-0000

Address:

Street:

1125 PP/CF DR.

Street line 2:

City: ELGIN

State: IL

**ZIP Code: 60120** 

Lender: FIFTH THIRD BANK (WES1ER, MICHIGAN)

Borrower: CHARLES W. MARK AKA CHARLES MARK AND TAMMI L. MARK, HUSBAND AND WIFE

Loan / Mortgage Amount: \$7,750.00

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: D50A1C84-039A-46B5-9C68-BF086FF163C0

Execution date: 02/21/2012

1206608764 Page: 2 of 7

## UNOFFICIAL COP

County

Document was prepared by (and should be returned to:)

FIFTH THIRD BANK (WESTERN MICHIGAN) ATTN: EQUITY LENDING DEPARTMENT 1850 EAST PARIS GRAND RAPIDS, MI 49546

Return To:

Southwest Financial Services, LTD P.O. Box 300 Cincinnati, OH 45273-8043 

(Space Above This Line for Recording Data)

XXXXXXXXX6657

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 21, 2012

The mortgagor is

CHARLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE

etarles Mark

Whose address is: 1125 PRICE DR . LLGIN, IL, 60120-0000.

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (WESTERN MICHIGAN) and whose address is which is organized and existing under the laws of OHIO

850 EAST PARIS GRAND RAPIDS, MI 49546

("Lender").

Borrower owes Lender the principal sum of Seven Thousand Seven Hundred Fifty AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. 7,750.00 ("Note"), which provides for monthly payments, with the .:!! debt, if not paid earlier, due and payable on 02/21/32 .

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with a terest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and refreements of Borrower herein contained, or contained in the nnection.
I affiliates of L..
Interest thereon, made L.
Itgage, warrant, grant and Con.
INE COOK State on
SEE ATTACHED EXHIBIT "A"

TN, IL 60120-0000 Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of 2.1" nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and wavey to Lender, with mortgage covenants, the following described property located in the County of KANE , to wit therein. the "Real Estate"):

which has the address of 1125 PRICE DR ELGIN, IL 60120-0000 ("Property Address");

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Form 3036 9/90 (page 1 of 5)

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TOGETHER WITH all the improvement row of her after er ced of the Real Estate and all elsements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

RORROWER COVENIANTS the Research is least to the leasehold estate.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims

and demands.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard 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 such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not rode promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, (ather to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not attached with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

demand, elect to declare the whole of the remaining indebtedness due and payable and may invoke any of the remeties arrotted it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Born wor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment paymens a reed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting form damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

- 3. Charges; Liens. Borrower shall  $p_2$ ; all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground tents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all not ces of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.
- 4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied of a of the outstanding notes, or concurrently on more than one of the
- 5. Preservation and Maintenance of Property; Lease' and; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium. or planned unit development.

  6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's late est in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or a pearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the
- is necessary to protect Lender's interest, including, but not limited to, disburser and of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest the eon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of returnent, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the late of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under ar placable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

- 7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrow, sknowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitations of the Environmental Laws;
- (b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere w.w. or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common two or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or

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- (c) Except as set forth in Exhibit (c) hereto, nere is no civil, criminal or administrative or ion, surf, demand, claim hearing, notice or indication, investigation, or proceeding penaling or threatened against Borrower, relating in any way to demand letter, notice of violation, Environmental Laws; and
- (d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

  9. Condemnation. The proceeds of any award or claim for demands dispect or consequential in the proceeds of any award or claim for demands dispect or consequential.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any ins Alment payments referred to in Item 1 hereof or change the amount of such installments.

10. Borrower lost Released. Extension of the time for payment or modification of amortization of the sums secured by this

the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

10. Borro art lot Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Porrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refue time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. Forbearance is been not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable as y, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

12. Remedies Cumulative. Al. remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or surcessively.

13. Successors and Assigns Bound: J. unt and Several Liability: Captions. The covenants and agreements contained herein shall not be a waiver of the covenants and agreements contained herein shall not be a waiver of the covenants and agreements contained herein shall not be a waiver of the covenants and agreements contained herein shall not be a waiver of Lender the maturity of the covenants and agreements contained herein shall not be a waiver of the covenants and agreements contained herein shall not be a waiver of the covenants and agreements containe

under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or surcessively.

13. Successors and Assigns Bounder J. Intrand Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall intered to the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other differs as a Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability, This transaction, sall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents are declared such that the provisions of this Mortgage and the Loan Documents are declared such that the property of the Property and Interest Therein. If all or 2 no part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's risk and Lender may, all ender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose wh

assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall or deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, will out Lender's prior written consent.

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in a corr ance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Notice, get or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding veriforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receive ship, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower. without notice to the Borrower.

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The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the

Property is located.

Property is located.

19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the property.

20. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, the ender a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any p." payment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property, and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall errer into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior writer consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set for the lease of all Indebtedness. Obligations and Future Advances secured by this Mortgage. Lender shall

23. Release. Upon payr ent of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall

discharge this Mortgage with any cost paid by Borrower.

24. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have by an or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the bolder hereof, whether by agreement with, or by assignment or endorsement to the Lender

by anyone whomsoever.

It is the express intent of the parties her so that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also eviden to and secure any additional loan advances made after the delivery of this Mortgage to the

- extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

  Notwithstanding the above, no debt or oth a liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" is defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, and applicable state statue containing substantially similar provisions.

  25. Ohio Covenant. If the Property is located in a more plicable state statue containing substantially similar provisions.

  26. Uniform Commercial Code Security Agreement. Bo rower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender 10 perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of recervis in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedics of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property series along the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code or of the remedies in this

28. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATIFRS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

Form 3036 9/90 (page 4 of 5 pages) IMI4 (03/00)

# **UNOFFICIAL COPY**

CHARLES W. MARK ARA Charle'S Mark    Seal	BY SIGNING BELOW, Borrower accepts and ag Instrument and in any rider(s) executed by Borrower an Witnesses:	grees to the terms and covenants contained in this Security and recorded with it.  ALL SIGNATURES MUST/BE IN BLACK INK.
STATE OF COUNTY  On the 21st DAY OF February, 2012, before me, a Neary Public in and for said County and State, personally appeared y  CHARLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  HALES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  HALE Charles Mark  the individual(s) who executed the foregoing instrument and acknowledged that TILEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and official read.  IN WITHESS WHEREOF, I have hereunto set my hand and official read.  My Commission BERIGIAL SEAL GREGORY RAMOS  NOTATERS WHEREOF, I have hereunto set my hand and official read.  Notary Public Notary Public STATE OF ILLINOIS My Commission Expires 08/14/2013  Notary Public Typed, Printed of Stampart Name  This instrument was prepared by: FIFTH THIRD BANK (WESTERN MICHIGAN)		(Seal)
STATE OF COX COUNTY  On this 21st DAY OF February, 2012, before me, a Noary Public in and for said County and State, personally appeared y CHARLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  HALLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  HALLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  HIS individual(s) who executed the foregoing instrument and acknowledged that TMEY and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and did sign the foregoing instrument, and that the same is THEIR free and and did sign the foregoing instrument, and that the same is THEIR free and and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and did examine and read the same and did sign the foregoing instrument and and official and the same is THEIR free and and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free and and did examine and read the same and did examine and read the same and did sign the foregoing instrument and acknowledged that TMEY did examine and read the same and did examine and read the same and did sign the foregoing instrument.  My Commission Explores the same and the same is THEIR free and and did examine and read the same and did sign the foregoing instrument.  Notary Public Same and the same and the same and the same and did sign the foregoing instrument and acknowledged that TMEY did examine and read the same and did examine and the same and did sign the foregoing instrument and acknowledged that TMEY did examine and the same and did examine and did examine and the same and did examine and did examine and did examine and		CHARLES W. MARK AKA Charles Mark
STATE OF COUNTY  On this 21st DAY OF February, 2012, before me, a Notary Public in and for said County and State, personally appeared by: CHARLES W. MARK AND TAMMI L. MARK.HUSBAND AND WIFE  AKA Charles Mark  the individual(s) who executed the foregoing instrument and acknowledged that TNEY and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument and and official act.  My Commission BERBIALS SEAL Notary Public Seal Seal Seal Notary Public Seal Seal Seal Seal Seal Seal Seal Seal		Jamme LMail (Seal)
STATE OF COUNTY  On this 21st DAY OF February, 2012, before me, a No.ery Public in and for said County and State, personally appeared by CHARLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  ARAC Charles Mark  the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR IN WITNESS WHEREOF, I have hereunto set my hand and official acta.  My Charles Mark  My Charles Mands  Notary Public  Notary Public  Typed, Printed of Staraged Name  This instrument was prepared by: FIFTH THIRD BANK (WESTERN MICHIGAN)		TAMMI L. MARK
STATE OF COUNTY  On this 21st DAY OF February, 2012, before me, a Notary Public in and for said County and State, personally appeared by CHARLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  ARK Charles Mark  the individual(s) who executed the foregoing instrument and acknowledged that TIFY and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free polanted of the same in WITNESS WHEREOF, I have hereunto set my hand and official seal.  My Ommission Exploids SEAL GREGORY RAMOS NOTARY SMUBLIC, STATE OF ILLINOIS MY Commission Explores 08/14/2013  Typed, Printed of Stampet Name  This instrument was prepared by: FIFTH THIRD BANK (WESTERN MICHIGAN)		(Seal)
On this 21st DAY OF February, 2012, before me, a Nolary Public in and for said County and State, personally appeared by CHARLES W. MARK AND TAMMI L. MARK, HUSBAND AND WIFE  ### Charles Mark  the individual(s) who executed the foregoing instrument and acknowledged that They did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did sign the foregoing instrument, and that the same is THEIR free act and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and did examine and read the same and did sign the foregoing instrument and official seal.  My Commission British SEAL GREGORY RAMOS Notary Public THEIR free act and did examine and read the same and did sign the foregoing instrument seal that the same is THEIR free act and did examine and read the same and did examine and		(Seal)
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1850 EAST PARIS GRAND RAPIDS, MI 49546		

Form 3036 9/90 (page 5 of 5 pages)

IMI5 (07/06)

Fifth Third Bank

Chicago Title Insurance Company

Commitment Number: 23-16754236

SCHEDULE A CONTINUATION PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

The following described real estate situated in the County of Cook in the State of Illinois, to-wit:

Lot 431 in Parkwood unit no. 4, being a subdivision of part of the northeast 1/4 of section 18, township 41 north, range 9 east of the Third Principal Meridian, in Cook County, Illinois, the policy of County Clarks according to the plat thereof recorded in the recorders office on May 16, 1973 as document no. 223277 1

ALTA Commitment Schedule C

(23-167542'se FFD/23-16754236/12)