Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

National Title Solutions, INC.

3550 Hobson Rd.

Ste. 101

Woodridge, IL 60517

Report Mortgage Fraud 800-532-8785

7119 3155

The property identified as:

PIN: 05-31-317-028-0000

Address:

Street:

644 HUNTER ROAD

Street line 2:

City: GLENVIEW

State: II

ZIP Code: 60025

Lender: STANDARD BANK AND TRUST COMPANY

Borrower: LOUIS S GRAHAM, DIVORCED AND NOT SINCE REMARRIED, AND AMY GRAHAM, DIVORCED AND

NOT SINCE REMARRIED

Loan / Mortgage Amount: \$675,000.00

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: 0E642D77-5DB1-493D-BF73-2DB8A966BE60

Execution date: 01/24/2014

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National Title Solutions, INC.
3550 Hobson Rd.
Ste. 101
Woodridge, IL 60517

**Coorded, roture to:
**Bank and Trust Company
**Cument Department
**Street
**127

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ECAN #; 2*0*515716 HRS Libraganitied and existing under the laws of Delaware, and has an address and telephone number of P.O. Box

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(E) "Note" means the promissory not sign, d by Berrower and dated Luanuary 24, 2014. The Note states that Borrower owes Lender SIX / U.P.PED SEVENTY FIVE THOUSAND AND NO/fuct Deflars (U.S. \$675,000.00).

plus interest. Borrower has promised to pay this open in regular Periodic Payments and to pay the debt in full not later than. February 1, 2044.

- (F) "Property" means the property that is described "elow under the heading "Transfer of Rights in the Property"
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
 - X: Adjustable Rate Rider
 Condominium Rider
 Balloon Rider
 Planned Unit Development Rider
 Other(s) [specify]
 I-4 Family Rider
 VA. Bider
- (I) "Applicable Law" means all controlling applicable federal, state and local statutus regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions
- (i) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated open classification of similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes that is not limited to point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, whe transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3

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- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of lor default on, the Loan
- (0) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation. Regulation X (24 C.F.R. Part 1024), as they might be amended from time to time or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument. RESPA refers to all requirements and restrictions that are imposed in regard to a federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party was assumed Borrower's and gettions children the Note and on this Security instrument.

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which currently has the address of 644 Hunter Road, Glenview

Illinois 60025 ('Property Address') 12in Cade1

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

Payments are deemed received by Landar when received at the location designated in the Note or at such other Swahon at medice Betromaketin, i i mbirawi aktir shraje aya tiye i inta melabe beri Berrow i itiliyot, i raj

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LOAN #: 0101515716

payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudical to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender negative pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring including current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note timediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall reflexe. 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 Picceeds. 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 Coction 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to ridice the principal balance of the Note.

If Lender receives a payment from Borrower, a delinquent Penodic 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 aprily 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 or payment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellar eous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Feriodic Payments

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

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

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

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LOAN# 0101515718

an age, sment is made in writing or Applicable Law requires interest to be paid or the founds. Lender shall not be negated to pay Burrower any interest or earnings on the Funds, Borrower and Lender can agree in writing, however, that interest shall be poly on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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LOAN #: 0101515716

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 Location 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 in 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 payment. 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 side obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days o a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given in either event, or if Lender acquires the Property under Section 22 or otherwise. Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount inchine 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 eith or to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not this did.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occup, 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 nevond 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 crip o. Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or discreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage in instruction or condemnation proceeds are paid in connection with damage to, or the taking of, the Property. Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse ruce adds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to representations concerning Borrower's occupancy of the Property as Borrower's principal residence
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a fien which may attain priority over this Security Instrument or to enforce laws or regulations) or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights funder

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LOAN #: 0101515716

receive pertain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance premiums that were unearned automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned and time of such cancellation or termination.

11. As an nent of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lepter.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in vinich 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 Borrowe and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to recound to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Choceeds 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 application 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 jur'gn ent 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 other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrumer, in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument Porrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender across 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 Corrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's intorest 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

If the Loan is subject to a law which sets maximum loan and ges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums aready 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 "lot" 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). Borrows, siat ceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action. Romowal might have arising out of such

- 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 it 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 and rest by notice to Lender Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies air rocedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated helein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

- 17. Borrower's Copy. Sorrower shall be given one copy of the Note and of this Security Instrument
- 18 Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18. Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to ithose beneficial interests

ILLINOIS - Eargi's Fannie Mae/Freddie Mac UNIFORM INSTRUMEN I Form 2014 1/01 Page 9 of 12



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LOAN #: 0101515716

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transpar of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reins ate Alter Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Section; Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to Section 22 of this Security (instrument; (b) such other period as Applicable I aw might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (2) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Securily Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other recurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and Cittukes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this defaulty Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms. as selected by Lender: (a) cash; (b) money order; (c) certified check, bar k-check, treasurer sicheck or cashier sicheck provided any such check is drawn upon an institution whose deposits are instituted by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Shourity Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. Here is, this right to reinstate shall not apply in the case of acceleration under Section 18

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note of a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notic; to Borrower A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments one under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer un elater to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the coan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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 cetraleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws

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NON-UNIFORM COVENANTS. Borrower and Lender further covina it and agree as follows.

- 22. Acceleration; Remedies Lender shall give notice to Borrow, 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 durault; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given o 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 inceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender and option may require immediate payment in full of all sums secured by this Security Instrument without further remain and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all appenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable afformeys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws
- 25 Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral. Borrower will be responsible for the costs of that insurance including interest and any other charges Lender may impose in connection with the placement of the insurance until the effective date of the cancellation of expiration of the insurance. The costs of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases a required by Borrower and placement of the insurance may be added to 5 increases.

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The foregoing instrument was acknowledged before in this **JANUARY 24, 2014** (date by LOUIS 8, GRAHAM AND AMY GRAHAM journal or person of the wiedged)

OFFICIAL SEAL TIM PAOLI

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/09/17

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THE NOTE CONTAINS PROVISIONS ALLOWING FOR UPANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE MOTE LIMITS THE AMOUNTTHE BORROWER'S INTEREST RATE CAN CHARGE ATANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY

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percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 month(s) My interest rate will never be greater than 10.450 %.

(E) Effective Date of Changes

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(F) Notice of Changes

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The Notice of Changes

The Notice of Change

Section 18 of the Security Instrument is amended to read as follows

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

Property, including but not limited to, mose beneficial interests transferred in a bond for deed, contract for deed installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is soid or transferred (or in Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this potion shall not be exercised by Lender's such exercise is prohibited by Applicable Law Lender also shall not exercise. exercise is prohibited by Applicable Law, Lander also shall hat e option if: (a) Borrower causes to be submitted to Lender information Lender to evaluate the intended transferee as if a new loan were bethe transferee; and (b) Lender reasonably determines that Lender's society will not be impaired by the loan assumbtion and the risk of a breadmining y covenant or agreement in this Security firstrument is appearable to Learner

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LCAN #: 0101515716 MIN: 1006417-0000008296-4

1-4 FAMILY RIDER (Assignment of Rents)

DOOP OF Trust Company, a Corporation

(the 'Lender') of the same date and covering the Property described in the Security Instrument and located at 1844 Funter Fload located at: 844 Funtar Road Glenview, IL 50025

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D. RENT LOSS INSURANCE, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5. E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Section 19 is deleted. F. BORROWER COCCUPANCY, Unless Lender and Borrower otherwise agree in G ASSIGNMENT OF LEASES IN THE SECOND OF LEASES IN THE SECOND OF THE SECO G. ASSESSMENT OF LEASES

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Security instrument and isoder may in take any of the remedies permitted by the Security instrument.

BY SIGNING BLILOW, Benower accepts and ligrees to the terms and covenants contained to this 1-4 hamby Right.

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PIN: 05-31-317-028-0000

C/K/A: 644 HUNTER RD., GLENVIEW, IL 60025

Property of Cook County Clark's Office