Illinois Anti-Predatory Lending Database **Program** 

Certificate of Compliance

Acquest Title Services, LLC 2015090219

Report Mortgage Fraud 800-532-8785

Doc#. 1528857195 Fee: \$70.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/15/2015 10:46 AM Pg: 1 of 12

The property identified as:

PIN: 06-27-309-002-0000 •

Address:

Street:

720 OLIVE PKY -

Street line 2:

City: BARTLETT

Lender: MB Financial Bank, N.A -

Borrower: Nicolo Gazzano, Silvia Gazzano.

Loan / Mortgage Amount: \$343,412.00

John Clerks Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to moved a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 11C2F88B-BF32-49FE-8B31-266C49E42D95

Execution date: 10/7/2015 ·

1528857195 Page: 2 of 12

## **UNOFFICIAL COPY**

This Instrument Prepared By:

MB FINANCIAL BANK N.A.

2350 GREEN ROAD SUITE #100

ANN ARBOR, MICHIGAN

48105-1588

After Recording Return To:
MB FINANCIAL BANK, N.A.
2251 ROMBACH AVENUE
WILMINGTON, OHIO 45177
Loan Number: 6683674

[Space Above This Line For Recording Data] -

### MORTGAGE

FHA CASE NO.

137-8309208-703

MIN: 100880800066836749

MERS Phone: 888-679-6377

THIS MORTGAGE ("Security Instrumto") is given on OCTOBER 7, 2015

The Mortgagor is NICOLO GAZZANC and SILVIA GAZZANO, Husband and Wife, as Tenants by the Entirety

("Borrower").

This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") as Mortgagee. MERS is the nominee for Lender, as hereinafter defined, and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

MB FINANCIAL BANK, N.A.

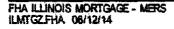
("Lender")

is organized and existing under the laws of UNITED STATES and has an address of 2350 GREEN ROAD, SUITE 100, ANN ARBOR, MICHIGAN 48105

Borrower owes Lender the principal sum of THREE HUNDRED FORTY-THOUSAND FOUR HUNDRED TWELVE AND 00/100 Dollars (U.S. \$ 343,412.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("No e"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1. 2045. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in DuPage

County, Illinois:







1528857195 Page: 3 of 12

## **UNOFFICIAL COPY**

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A FART HEREOF.
A.P.N.: 06-27-309-002-000 & \_\_06-27-309-007-0000

which has the address of 720 Olive Parkway

BARTLETT (City) Illinois

[Street]
60103
[Zip Code]

("Property Address"):

TOGETHER WIFF 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 understands and agrees the MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to couply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is law fully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the 7 reperty is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to an Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverage to 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 arree as follows:

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower thall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each northly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs I and 2 shall be applied by Lender as follows: FP<sub>2</sub>T, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to in crost due under the Note;

FOURTH, to arrorrization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or other quently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lend r immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to he reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damage? Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over a mount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the catify legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of the to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Boltower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If faither to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these very ments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreement, contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Leader under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any in a which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Distrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Succetary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment acquired by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform Phy other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
    - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
  - (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

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- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Corrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after fore to ture proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbergue by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release he liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence ploc edings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of my spens secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the ever ise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Limitity: Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements snall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is company this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice thall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum roducts, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioacuve materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Ments. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of pay covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment or the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or naintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate key other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secure?

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall the entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial privace of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et s.c.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Projecty as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

- 19. 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.
- 20. 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.
- 21. 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

1528857195 Page: 8 of 12

### UNOFFICIAL CO

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.

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

| [Ch | ecl arpticable box(es)].       |          |                      |            |           |            |           |
|-----|--------------------------------|----------|----------------------|------------|-----------|------------|-----------|
|     | Condom kum Rider               |          | Graduated Payment I  | Rider      | ☐ Growing | g Equity   | Rider     |
|     | Planned Unit Development Rider |          | Adjustable Rate Ride | <b>c</b> r | Rehabil   | itation Lo | oan Rider |
|     | Non-Owner Occupancy Rider      | <b>X</b> | Other [Specify] Fi   | ixed :     | Interest  | Rate       | Rider     |
|     |                                |          | C,                   | Jorg       |           |            |           |
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1528857195 Page: 9 of 12

# **UNOFFICIAL COPY**

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

| NACOTO GAZZANO (Scal)              | SILVIA GAZZANO GSeal -Borrowe |
|------------------------------------|-------------------------------|
| (Seal) -Borrower  (Seal) -Borrower | (Seaf                         |
| (Seal) -Borrower                   | -Borrowe                      |
|                                    | Di Clan                       |
|                                    |                               |

1528857195 Page: 10 of 12

## **UNOFFICIAL COPY**

| [Space Below This Lin  | e For Acknowledgment]                      |
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| State of   |  |
| County of Dupage COX   |  |
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| The foregoing instrument was acknowledged before   | me this                                    |
| by NICOLO GAZZANO AND SILVIA GAZ   | ZANO                                       |
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1528857195 Page: 11 of 12

## **UNOFFICIAL COPY**

Loan Number: 6683674

### **FHA FIXED INTEREST RATE RIDER**

FHA Case No.: 137-8309208-703

Date: OCTOBER 7, 2015

Lender: MB FINANCIAL BANK, N.A.

Borrower: NICOLO GAZZANO, SILVIA GAZZANO

THIS FIXED INTEREST RATE RIDER is made this 7th OCTOBER, 2015 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note (the "Note") of even date herewith, to MB FINANCIAL BANK, N.A.

(the "Lender"), covering the Property

described in the Security Instrument and located at:

720 Olive Parkway, BARTLETT, ILLINOIS 60103

[Property Address]

ADDITIONAL COVENATA. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lander further covenant and agree as follows:

Notwithstanding anything to the cont are set forth in the Security Instrument, Borrower and Lender hereby agree to the following:

Borrower owes Lender the principal sum of THREE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED TWELVE AND 00/10' 343,412.00 at the rate of 3.750 %.

BY SIGNING BELOW, Borrower accepts and agrees to an terms and covenants contained in this Fixed Interest Rate Rider.

| SILVIA GAZZATO -Borrowe | NIZOLO ZAZZANO -Borrower |
|-------------------------|--------------------------|
| (Seal                   | -Borrower                |
| -Borrowe                | -Borrower                |

ILLINOIS FHA FIXED INTEREST RATE RIDER ILFHAFIREDR 05/29/12

Docklagie Charms www.docmagic.com



1528857195 Page: 12 of 12

### **UNOFFICIAL COPY**

### **ACQUEST TITLE SERVICES, LLC**

2800 West Higgins Road, Suite 180, Hoffman Estates, IL 60169

AS AGENT FOR

**Fidelity National Title Insurance Company** 

Commitment Number: 2015090219

SCHEDULE C
PROPERTY DESCRIPTION

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

Lot 2 in the Woods of Bartlett Final Planned unit Development Plan and Plat of the subdivision of part of the East 1/2 of the Couthwest 1/4 of Section 27 and part of the Northwest 1/4 of Section 34, all in Township 41 North, Range 9, 22st of the Third Principal Meridian, according to the plat thereof recorded October 26, 1989 as Document No. 89303616, Cook County, Illinois.

PIN: 06-27-309-002-0000 & 56 27-309-007-0000

FOR INFORMATION PURPOSES OF ILY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
720 Olive Parkway
Bartlett, IL 60103