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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1607422028 Fee: \$70.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/14/2016 09:28 AM Pg: 1 of 17

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 17-21-414-011-1123

Address:

Street:

1935 S ARCHER AVE 220

Street line 2:

City: CHICAGO

State: |

ZIP Code: 60616

Lender: HOMETOWN NATIONAL BANK

Borrower: ANTHONY GATTUSO AND ANNA NOETZEL, HUSBAND AND WIFE

Loan / Mortgage Amount: \$210,000.00

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.

Chicago Title

Certificate number: 9EEF21E1-4CBE-4B4A-810F-EAFD1A8A5CF6

Execution date: 3/4/2016

1607422028 Page: 2 of 17

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RECORDATION REQUESTED BY:
HOMETOWN NATIONAL
BANK
260 BUCKLIN STREET
LASALLE, IL 61301

WHEN RECORDED MAIL TO: HOMETOWN NATIONAL BANK 260 BUCKLIN STREET LASALLE, IL 61301

[Space Above This Line For Recording Data]

This Mortgage prepared by:

Hometown National Bank
260 Bucklin St.
LaSalle, IL 61301

MORTGAGE

1× Co04

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated March 4, 2016, together with all Riders to this document.
- (B) "Borrower" is ANTHONY GATTUSO and and ANNA NOETZEL, HUSBAND AND WIFE. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is HOMETOWN NATIONAL BANK. Lender is a A National Bank organized and existing under the laws of the United States of America. Lender's address is 260 BUCKLIN STREET, LASALLE, IL 61301. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated March 4, 2016. The Note states that Borrower owes Lender Two Hundred Ten Thousand & 00/100 Dollars (U.S. \$210,000.00) plus interest at the rate of 3.625%. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "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.



1607422028 Page: 3 of 17

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Form 3014 1/01

TOWOIS SINGLE FROM Y Famile Mae/Freddie Mac UNIFORM INSTRUMENT

UNIT NUMBER 220 AND PARKING SPACE G-120, IN POINTE 1900 ON STATE CONDOMINION, AS INCLUSIVE, TOGETHER WITH THE VACATED 30 FOOT ALLEY LYING EAST OF THE ADJOINING EAST OF LAND; LOTS 1 TO 7 BOTH INCLUSIVE, TOGETHER WITH THE VACATED 30 FOOT ALLEY LYING EAST OF THE ADJOINING EAST OF LAND LYING DESCRIBED TRACT OF LAND; LOTS 1 TO 7 BOTH INCLUSIVE, TOGETHER WITH THE VACATED 30 FOOT ALLEY LYING EAST OF THE ADJOINING THE WEST LINE OF SAID LOTS 2 TO 5, LINE OF SAID LOTS 2 TO 5, LINE OF SAID LOTS 3 TO 5, LINE OF SAID LOTS 6, LINE OF SAID LOTS 7 TO 5, LINE OF SAID LOTS 6, LINE OF SAID LOTS 7 TO 5, LINE OF SAID LOTS 6, LINE O

Heal Property is a dentification sucher is 17.21 414.011 1123-117.21 414.011-1255.

This Security instrument sengmes to bender in the repsyment of the boan, and the remember extensions and modifications of the More; and the florid the performance of Borrower dose hereby mortgage, grant and convey to Security instrument and the More. For this purpose, Borrower dose hereby mortgage, grant and convey to Security instrument and the More. For this purpose, Borrower dose hereby mortgage, grant and convey to be and bander's successors and sesigns, the following described property located in the County of COOK:

TRANSFER OF RIGHTS IN THE PROPERTY

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- (P) "Successor in interest of Borrower" means any party that has taken like to the Property, whether or not
- Mote, plus (ii) any amounts under Section 3 of (%s Security Instrument).

 (O) "RESPA" nations the Real Settlement Procedures Act +12 U.S.C. is 2601 et seq.) and its implementing regulation. Regulation of 15 C.F.R. Part 10.24), as they might be amended from time to time, or any additional or successor legislation of negulation detector detectors the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a Security Instrument, "RESPA" refers to a requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not quarkly as a "federally related mortgage loan" under "federally related mortgage loan" and contains the contains as a sequent of the contains of the contains and contains and contains and contains are imposed in regard to a sequential detector of the contains and contain
- Note, plus (ii) any amounts under the regularity scheduled amount one to: or principal and interest under the Note, plus (ii) any amounts under the Note, plus (iii) and interest under the Note, plus (iii) and interest
- condition of the Property (M) "Mortgage insurance" means in an appeir or default on, the
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than instruction proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (iii) condemnation or other taking of all or any part of the Property; (iii) condemnation of the Property; (iii)
 - (K) "Escrow Items" nears those items that are described in Section 3.
- computer, or magnetic table as to order, insided through an electronic terminal, telephonic instrument, draft, or minute, paper matrument, available to as to order, insided to, point-of-sale transfers, automated teller machine transfers, automated teller machine transfers, automated teller machine transfers, automated teller machine transfers, finding to debit or credit an account. Such twin includes, but is not imited to, point-of-sale transfers, automated teller machine transfers, automated teller machine.
- charges that are imposed on Borrower or the Property by a condominium association, homeowners association or smiler organization:

 (J) "Electronic Funds Transfer" areans any transfer of funds, other than a transaction originated by check,
- judicial opinions.

 (i) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are impossed up Bostowers of Property by a reproducible association, bostowers association.
- (H) "Applicable Law" means an controlling applicable federal, state and total statutes, regulations, ordinances and administrative takes and orders (that have the effect of law: as well as all applicable final, non-appealable and administrative takes and orders (that have the effect of law: as well as all applicable final, non-appealable.

	Bivveckiy Payment Blaet		1-4 Family Ride?	
Other(s) Ispecity!	Figure Development Rider		apia noode8	
Second Home Rider	். 	X	redaft eteft elderaujbA	

are to be executed by Sorrower teneck box as applicable).

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1607422028 Page: 4 of 17

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BOTH INCLUSIVE, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0421739021, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

which currently has the address of 1935 S ARCHER AVE 220, CHICAGO, Illinois 60616 ("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, [scrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrowe 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 any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following for os, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay into rest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal bara is under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 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 reduce the principal

1607422028 Page: 5 of 17

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Form 3014 1/01

ILLINOIS-Single Family Famile Mae/Freddle Mac UNIFORM INSTRUMENT

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, 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 there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required.

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or annity including Leader, it Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no ratio has annually analyzing the escrow account, bender shall not charge Borrower for holding and applying the Funds, annually and the Funds and Applicable Law permits or verifying the Escrow items, unless Lender pays Borrower and the Funds and Applicable Law permits or verifying the Escrow items, unless Lender pays Borrower on the Funds and Applicable Law requires interest to be paid on the Funds. Lender in writing or Applicable Law requires interest to be paid on the Funds and Lender and the Funds. Lender shall give Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give Borrower and Lender can agree in writing of the Funds as required by RESPA.

Leader may, at any time, collect and hold Funds in an ancesod of emaximum amount a 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 astimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures or furthe Escrow Items or otherwise in accounter, with Applicable Law.

such emounts, that are then required under this Section 3.7. given in accordance with Section 15 and upon such tovocation, Borrower shall pay to Lender all Funds, and in religes and enough religes that severe the waveness to any or all Escrow items at any time by a notice of year of e notices Section 9 and pay such smooth and Borrawer shall then be obligated under Section 9 to repay to "covenant and sgreement" is used in Securin 3. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fada to pay the amount due for an Escrow Item, Lender may exercise its ase purposes be deemed to be a covenent and agreement contained in this Security Instrument, as the phrase period as Lender may require. Borrows a obligation to make such payments and to provide receipts shall for Lender and, if Lender requires, ship marish to Lender receipts evidencing such payment within such time and where payable, the amounts to ter any Escrow items for which payment of Funds has been waived by the Any such waiver may only see in writing. In the event of such weiver, Borrower shall pay directly, when forme. Lender may waive don uwer's obligation to pay to Lender Funds for any or all Escrow Items at any Funds for Escrow Items unly is cender waives Borrower's obligation to pay the Funds for any or all Escrow promptly lumish to lande as necess of amounts to be paid under this Section. Borrower shall pay Lender the escrowed by Borrawer, and such dues, toes and assessments shall be an Escrow Item. the term of the Load Leader may require that Community Association Dues, Fees, and Assessments, if any, be with the provisions of Section 10. These dems are called "Escrew Remail". At origination or at any time during sums payable by Borrewer to Lander in the unit to Mortgage Insurance premiums in accordance any and all insurance required by Lender Jacobon 5; and (d) Morrgage Insurance premiums, if any, or any euchimpiance or the Property (b) teasehold payments or ground rents on the Property, it any; (c) premiums for no neil e ze tramuntzari ytimoed aidi ravo ytinoing pitata nab doirin anter rement and orde stramentasses bea Note, until the Note is paid or full, it such (the "Funds") to provide for payment of amounts due for: (a) taxes

Note shall not extend or postgone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the

Any propayment charges and then as described in the More, or Miscellaneous Proceeds to principal due under the Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the

Thender receives a payment and Somower for a delinguent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is autatabiling, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that each payment of one or more Periodic extent that any excess exists after the payment is applied to the inpayment of one or more Periodic Payments, and however the applied to the inpayments shall be applied first to Payments, and howevers may be applied to any late charges due. Voluntary propayments shall be applied first to Payments, and excess may be applied to any late charges due.

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1607422028 Page: 6 of 17

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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 all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security 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 by 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 prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice 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 Sec ion 4.

Lender may require For ower 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. By nower shall keep the improvements now existing or hereafter erected on the Property insured against loss by (ire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the (mounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the 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 abrive, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but hight or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against arthrisk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower ack towledges 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 Scrrower 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 of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may

1607422028 Page: 7 of 17

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Form 3014 1/01

ILLINDIS Single Family Family Mae/Freddie Mac UNIFORM INSTRUMENT

residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Bottower fails to perform the coverages and agreements contained in this Security Instrument, (b) there is a

Borrower or any persons or entries soling at the disorden of Borrower or with Borrover's knowledge or consent gave materially tales, misleading, or inscender information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but see not ilmited to, representations concerning Borrower's occupancy of the Property as Borrower's principal are not ilmited to, representations concerning Borrower's occupancy of the Property as Borrower's principal

at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Sorrower's Loan Application Remover shall be in default if, during the Loan application process,

cause, Lender may inspect the intence of the improvements on the Property. Lender and give Borrower notice sales, Lender and inspections of the E-operty. If it has reasonable sales, Lender and inspections of the E-operty. If it has reasonable sales, Lender and give Borrower notice.

damage or impair the Property, allow the Property to detailorate or commit waste on the Property. Whether or not Borrower is residing in the Property Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or testoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. It insurance or condemnation proceeds are paid in connection with avoid further deterioration or damage. It insurance or condemnation proceeds are paid in connection with damage 10, or the raking of, the Property Borrower shall be responded for repairing the Property contributed in a single beyment or in a sense of progress payments as the work is completed. If the insurance restoration in a single beyment or in a sense of progress payments as the work is completed. If the insurance restoration in a single beyment or in a sense of progress payments as the Workity, Borrower is not relieved of or condemnation proceeds are not sufficient to repair or restoration by the Property. Borrower is not relieved of

which are beyond Borrower's coercel of the Property; Inspections. Borrower shall not destroy.

6. Occupancy, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Sepurity instrument and shall continue to occupy the Property as Borrower's principal residence for all least one year after the date of occupancy, unless Lender otherwise agrees in whiling, which consent shall be a measanably withheld, or onless extenuating circumstances exist agrees in whiling, which consent shall be a measanably withheld, or onless extenuating circumstances exist

then the right to any rehund of unearned premiums paid by Borrowen under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security instrument, whether or not the Property or to pay amounts unpaid under the Note or this Security instrument, whether or not the Property or to the Property or the Property or to the Property or to pay amounts under the Note or this Security.

related matters. If Sommyer does not depond within 30 days to a notice from Lender that the insurance carrier softened to semie a 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 susignment, and the amount not to exceed the amount of the Andel the Note of The Security instrument, and (b) any other of Borrower's rights (other than the right to any refund at the Security instrument, and (b) any other of Borrower's rights (other than the right to any refund at unestined premiums paid by Borrower) inder all insurance policies covering the

proceeds shall be applied in the property, Lender may tile, negotiate and settle any available insurance claim and

make proof or loss treer table promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any materation or repair or the proceeds, whether or not the underlying meurance was required by Lender, shall be applied to restoration or repair or repair or repair or the proceeds with Lender has been completed proceeds until Lender has been employed in improved the completed proceeds until Lender has been upportunity to inspection broken to ensure the work has been completed to the repairs an ogreement is made in writing or shy interest or earnings on such proceeds for the repairs an ogreement is made in writing or Applicable Law requires interest to be paid on such proceeds. Lender shall not be paid out of the insurance proceeds, Lender shall not be referred by Borrower shall not be paid out of the insurance proceeds, Lender shall not also being to such proceeds. The repair is only the insurance proceeds, Lender shall not be insurance proceeds, Lender shall not be insurance proceeds. The repair of pairs shall not be paid out of the insurance proceeds and shall be the scale obligation of Borrower. If the restoration or repair is not economically feasible or become and shall be the scale of insurance insurance proceeds. In a shall be the same secured by this feasible or accountly wound be been on not the insurance configuration. Whether or not then also also with the excess, it any, baid to Borrower. Such insurance becomes and shall be the same secured by this insurance.

1607422028 Page: 8 of 17

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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 lien 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 under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amount disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Inc rument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Mortgage Insurance of Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurence, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insu ance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-cofundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Incurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive

1607422028 Page: 9 of 17

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Fage 8 of 13

Form 3014 1/01

ILLINOIS Single Femily-Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Property or rights under this Security Instrument. Borrower can more such a default and, it acceleration has and no standard to the property or other material impairment of Lender's interest in the Bottower shall be in default it any action or proceeding, whether civil or criminal, is begun that, in Lender's

Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Security instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds without to restoration or repeat or the Property or to the secured by this respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply (as defined in the next semence) offers to make an award to settle a claim for danages, Borrower fails to

If the Property is shandoned by Sorrower, or if, effer notice by Lender to Borrower, at the Opposing Party tong hour ore swint buy for to laugelyw makingse;

otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security sams secured annuediately before the partial taking, destruction, or loss in vaire, unless Borrower and Lender of the Property inhmediately before the partial taking, destruction, or loss in value is less than the amount of the

in the event of a partial taking, destruction, or loss in value of the partial in which the fair market value nawoned or bisq ad lishs sensied and leuker

divided by (b) the fan arancer value of the Proporty immediately before the partial taking, destruction, or loss in (a) the total amount of the sums secured immediately before (in) partial taking, destruction, or loss in value mortaged by the following the Miscelland's coerests multiplied by the following fraction: loss in value, unless Bonower and Lender otherwise agrise in writing, the sums secured by this Security smount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or 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

he applied to the sums secured by this Security instrument, whether or not then due, with the excess, if any, in the event of a total taking, despiration or loss in value of the Property, the Miscellaneous Proceeds shall

to Borrower. Such Missellaneous Proceds shall be applied in the order provided for in Section 2. applied to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid repair is not economically feusible or Lender's security would be lessened, the Miscellaneous Proceeds shall be be required to pay Borrower any interest or samings on such Miscellaneous Proceeds. If the restoration or made in writing or Approach Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not a single disbursement or in a senes of progress payments as the work is completed. Unless an agreement is provided that such managing shall be undertaken promptly. Lender may pay for the repairs and restoration in had an opportunity is propert such Property to ensure the work has been completed to Lender's satisfaction, repair and restocation period. Lender shall have the right to hold such Miscellaneous Proceeds until Lender has Property, if the estoration or repeat is economically teasible and Lender's security is not lessened. During such

if the Property is demayed, such Miscellaneous Proceeds shall be applied to restoration or repair of the reprediging being represent

14. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to Inotherimeat to notialleones doug to emit eff ta bemisein etem tent

Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right

(b) Any such agreements will not affect the rights Borrower has - it any - with respect to the Mortgage Mortgage insurance, and they will not entitle Borrower to any refund.

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

mentari i sone warier avitqasi barriet natio zi tremegeamen of Lender takes a share of the insurer's risk in exchange for a share of the premiures paid to the insurer, the sharing or moditying the mentgage insuration for reducing losses. If such agreement provides that an affiliate from to might be consequenced and a portion of Borrower's payments to Mortgage insurance, in exchange for

1607422028 Page: 10 of 17

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in wring, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

If the Loan is subject to a law which sets maximum loan charges, and that 'a v 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 already collected from Borrower which exceeded remitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal oved under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

1607422028 Page: 11 of 17

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Page 10 of 13

Form 3014 1/01

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

this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had a federal agency, instrumentality or entry, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by oppowing journe, as selected by Lender; (a) cash; (b) money order; (c) certified check, bank check, treasurer's Law. Londer may require that Borrower pay such reinstatement sums and expenses in one or more of the secured by this Security instrument, shall continue unchanged unless as otherwise provided under Applicable interest in the Property and agine under this Security instrument, and Borrower's obligation to pay the sums this Security instrument, and (d) takes such action as Lender may reasonably require to pressure that Lender's iees, and other fees incurred his timpose of protecting Lander's interest in the Property and rights under Security instrument, including, but not limited to, reasonable attenneys' fees, property inspection and valuation cures any default of any other covenants or agreements; (c) pays all expense in enforcing this which then would be due under this Security Instrument and the Note as if in anoeleration had occurred; (b) judgment enforcing this Security instrument. Those conditions are that Sourcine to pays Lender all sums (a) twe days before sale of the Property pursuant to Section 22 of the Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrowed's right to reinstate; or (c) entry of a the results and to rein a principle security instrument of the security and the prior to the earliest of 19. Borrower's Right to Reinstate After Acceleration. It Borrower shell certain conditions, Borrower shall

period of not less than 30 days from the date the notice is given in accordance with Section 15 within which sorrower must pay all sums secured by this Security Eletrument. If Borrower fails to pay these sums prior to the expiration of this period. Lander may invoke any remeasts permitted by this Security Instrument without the expiration of this payod. Lander may invoke any remeasts permitted by this Security Instrument without the expiration of the Security Instrument without the expiration of this payod.

natural person and a beneficial interest in Porrower is sold or transferred) without Lender's prior written consent. Lender may require immediate bey trent in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Londer if such exercise is prohibited by Applicable Law. If Lender exercises thesuppose the option The notice shall provide a

agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. In the property is all transferred (or if Borrower is not a

the Property" means any lag at the penellicial interest in the Property, including, but not limited to, those benellicial interests transferred in a pond for deed, contract for deed, installment sales contract or escrow

17. Borrower's Copy. In nower 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

noiros

As used the Security Instrument: (a) words of the masourine gender shall mean and include corresponding nearth words or words of the leminine gender; (b) words in the singular shall mean and include the plural and vice verse; and (c) the word "may" gives sole discretion without any obligation to take any

federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument ere subject to any requirements and limitations of Medicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract, in the event that any provision or clause of 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.

deresponding requirement under this Security Instrument. This Security instrument shall be governed by 16. Governing Law; Severability; Rules of Construction. This Security instrument shall be governed by

designated is supplied profice ordinate of notice of cender. Borrower shall promptly notify Lender of Borrower's change of address, it tander specifies a procedure for reporting Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security frathament at any one time. Any notice to Lander shall be given by delivering it or by marking it by first class mail to Lander's address stated herein unless Lander has designated another address under this Security frathament shall not be deemed to have been given to Lander until actually the Security Instrument shall not be deemed to have been given to Lander address to Borrower. Any notice in connection with this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the

1607422028 Page: 12 of 17

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occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated 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 Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the monther of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the l'reperty. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following

the course of the contract of the course of
maurance as required by Borrower's and Lender's agreement. It Lender purchases insurance for the collateral,
manance purchased by Lender or any after providing Lender with evidence that Borrower has obtained
or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any
protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes
Borrower's expense to protect Lender's interests in Borrower's colleteral. This insurance may, but need not,
insurance coverage equited by Borrower's agreement with Lender, Lender may purchase insurance at
\$2. Piacement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the
rights under and by victue of the Illinois homestead exemption laws.
24. Waiver of Homestead. In accordance with Illinois law, the Borrower nereby releases and waives all
charging of the lee is permitted under Applicable Law.
eleasing this Security instrument, but only if the rea is said to a third party for services rendered and the
Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this
but not limited to, reasonable attorneys' lees and costs of title evidence.
shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including,
Instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender
in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security
defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified
acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other
proceeding and sale of the Proporty. The notice shall further inform Borrower of the right to reinstate after
notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial
which the default must be cured; and (d) that failure to cure the default on or before the date specified in the
required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by
Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action
Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under

In strument and in any Rider executed of Borrower and recoverate with a BY SIGNING BELOW. Bottower accepts and agrees to the terms and covernants contained in this Security

or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to expiration of the insurance. The costs of the degree of the added to Borrower's total outstanding balance may impose in connection with the piecemen of the insurance, until the effective date of the cancellation or Borrower will be responsible for the cours of that insurance, including interest and any other charges Lender

JUNA NOFTZEL - Borrower 19W0110B - OSUTTAD YNOHTH (Seal) Milliesses.

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1607422028 Page: 14 of 17

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF TO)
COUNTY OF COUNTY OF) SS)
NOFTZEL to the known to be the individuals describ	olic, personally appeared ANTHONY GATTUSO and ANNA ped in and who executed the Mortgage, and acknowledged oluntary act and deed, for the uses and purposes therein day of
By	Residing at
Notary Public in and for the State of My commission expires	"OFFICIAL SEAL" LISA HERMER FOERSTED Notary Public, State of thindle My Commission Expires 08/16/16
Originator Names and Nationwide Mortgage Licensi	g System and Registry IDs:
Organization: HOMETOWN NATIONAL BANK	NMLSR ID: 764382
Individual: MISSY CLANCY	NMLSA D: 759336
	Corporation 1937, 2016. All Rights Reserved IL

1607422028 Page: 15 of 17

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LEGAL DESCRIPTION

Order No.: 16ST00686NB

For APN/Parcel ID(s): 17-21-414-011-1123

Unit number 220 and Parking Space G-120, in Pointe 1900 on State Condominium, as delineated on a survey of the following described Tract of Land:

Lots 1 to 7 both inclusive, together with the vacated 30 foot Alley lying East of and adjoining East line of said Lot 6 and lying West of and adjoining the West line of said Lots 2 to 5, both inclusive, in Block 32 in Canal Trustees lev Subdivision of Blocks in East fractional Southeast % of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian; which survey is attached as Exhibit "E" to the Declaration of Condomic mercorded as document number 0421739021, as amended from time to time; together with its unclaimed percentage interest in the common elements in Cook County, Illinois.

1607422028 Page: 16 of 17

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4th day of March, 2016, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HOMETOWN NATIONAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1935 S ARCHER AVE 220 , CHICAGO, IL 60616

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

SOUTH LOOP

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVEMANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates in Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of est ration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent

MULTISTATE CONDOMINIUM RIDER --Single Family --Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3140 1/01 (Page 1 of 2)

1607422028 Page: 17 of 17

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domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the termination of professional management and assumption of express benefit of Lender; (iii) self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium

(Seal) ANTHONY GATTUSO - Borrower

Property of Cook County Clark's Office