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Doc#. 1630757136 Fee: \$102.00

Karen A. Yarbrough .

Illinois Anti-Predatory **Lending Database** Program

Certificate of Compliance

Cook County Recorder of Deeds Date: 11/02/2016 11:18 AM Pg: 1 of 28

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 17-17-220-016-1032

Address:

Street:

203 S SANGAMON ST

Street line 2:

City: CHICAGO

**ZIP Code: 60607** 

Lender. Mortgage Research Center LLC dba Veterans United Forr e Loans

Borrower: Robert L Rakstang, Susan U Rakstang

Loan / Mortgage Amount: \$263,000.00

My Clert's Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 3E712165-5E18-4A38-804D-95F2D5377319

Execution date: 10/24/2016

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Stopology Of Cool Mortgage Research Center, LLC dba Veterans Uni'ed Fome Loans JUNIL CLORAS Attn: Final Document Department 3212 A Lemone Industrial Boulevard Columbia, MO 65201 800-884-5560

This instrument was prepared by: Danielle Grefrath, Closer

673-876-2600

LOAN #: 400216100687102

[Space Above This Line For Recording Data]

#### MORTGAGE

MIN 1003502-910068/102-MERS PHONE #: 1-888-677-33 17

#### **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 October 24, 2016, Riders to this document.

(B) "Borrower" IS ROBERT L RAKSTANG AS TRUSTEE OF THE ROBERT L RAKSTANG TRUST DATED 11/09/2012, AND SUSAN U RAKSTANG AS TRUSTEE OF THE SUSAN U RAKSTANG TRUST DATED 11/09/2012,, TENANTS IN COMMON.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UMFORM INSTRUMENT Form 3014 1/01 Ellie Mae, Inc. Page 1 of 13

Initials:

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:				DAN #: 400216100687102
:	MER's is organized and existing 2026, F int MI 48501-2026, tel. (I (D) "Lend" (I) Mortgage Res	388) 679-MERS.		phone number of P.O. Box
	(D) "Feuo, (L. t.) mordiada vez	saich Center, LLC upa vete	Idio Allinea Louis	
•				
:	Lender is a Missouri Limited Li Missouri. Columbia, MO 65203	ability Company,	organized and Lender's address is 1400	existing under the laws of Veterans United Drive,
	, , , , , , , , , , , , , , , , , , ,			
	(E) "Note" means the promissor states that Borrower owes Lende	y note right d by Borrower and TWO hulf ob ED SIXTY TH	d dated October 24, 2016. REE THOUSAND AND NO!	The Nate
	plus interest. Borrower has prom	*******	********* Dollars (U.S	s. <b>\$263,000.00</b> )
	than November 1, 2046. (F) "Property" means the prope			
	(G) "Loan" means the debt evide the Note, and all sums due under	enced by the Note, plus ir lere	st, any prepayment charges a	
	(H) "Riders" means all Riders to executed by Borrower [check box	•	ਸ਼ਤ ਵਕਤਪted by Borrower. The	e following Riders are to be
	<ul> <li>☐ Adjustable Rate Rider</li> <li>☐ Balloon Rider</li> </ul>	Condominium Rider Planned Unit Develop		Home Rider [specify]
	☐ 1-4 Famīly Rider ☐ V.A. Rider	Biweekly Payment Rid	er Fb ed Inter Vivus Trus	est Rate Rider, Inter t Rider
	(I) "Applicable Law" means al administrative rules and orders	l controlling applicable federa (that have the effect of law)	il, state and local statutes, re as well as all applicable for	gulations, ordinances and cl., non-appealable judicial
:	opinions. (J) "Community Association D that are imposed on Borrower of	ues, Fees, and Assessment or the Property by a condom	s" means all dues, fees, asse inium association, homeowr	ss nants and other charges ners association or similar
	organization. (K) "Electronic Funds Transfer	" means any transfer of fund	s, other than a transaction or	iginated by check, draft, or
	similar paper instrument, which is tape so as to order, instruct, or a	uthorize a financial institution	to debit or credit an account.	Such term includes, i ut is
	not limited to, point-of-sale transfers, and automated clearing	phouse transfers.		intated by telephone will
	(L) "Escrow Items" means thos (M) "Miscellaneous Proceeds"	means any compensation, s	ettlement, award of damage:	s, or proceeds paid by any
	third party (other than insurance destruction of, the Property; (ii) of	ondemnation or other taking	of all or any part of the Prope	rty; (iii) conveyance in lieu
	of condemnation; or (iv) misrepre (N) "Mortgage Insurance" mea (O) "Periodic Payment" means	ns insurance protecting Lende	er against the nonpayment of	, or default on, the Loan.
	(ii) any amounts under Section 3	of this Security Instrument.	,,,,	•
	(P) "RESPA" means the Real I regulation, Regulation X (12 C.I successor legislation or regulation	F.R. Part 1024), as they migh	nt be amended from time to	time, or any additional or
	refers to all requirements and re-	strictions that are imposed in	regard to a "federally related	
	Loan does not qualify as a "feder (Q) "Successor in Interest of B has assumed Borrower's obligati	orrower" means any party tha	it has taken title to the Proper	ly, whether or not that party
	ILLINOIS - Single Family - Fannie Mae/F	reddie Mac UNIFORM INSTRUMEN	IT Form 3014 1/01	Initials:
	Eitie Mae, Inc.	Page 2 of	_	ILEDEDL 0315 ILEDEDL (CLS) 10/24/2016 09:46 AM PST

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LOAN #: 400216100687102

TRANSCER OF RIGHTS IN THE PROPERTY

This £ etr. it/ Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Nr e; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this run lose, 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 the County

[Type of Recording Jurisdiction] of Cook

[Name of Recording Jurisdi \*: 4].

SEE LEGAL DESCRIPTION: ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

3004 CC

APN #: 17-17-220-016-1(32

which currently has the address of 203 S Sangamon St Apr 27J, Chicago,

(Street) (City)

Illinais 60607
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the pinger's, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions and also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "http://w" Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply 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 still the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Ingarum, ant.

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 encumbrancer of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security 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 forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn 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

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LOAN #: 400216100687102

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 lights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return finemediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall either sorrower 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 of 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 fine into shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to proceed the principal balance of the Note.

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

Any application of payments, insurance proceeds, or Miscellane as proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Peliovic Payments.

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

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

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

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LOAN #: 400216100687102

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

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

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

4. Charges; Liens. Borrower shall pz / al. taxes, assessments, charges, fines, and Impositions attributable to the Property which can attain priority over this Coo viv Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, at d 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 operated to revent the enforcement of the lien while those proceedings are pending, but only until such proceedings are convincid; 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 riven, 3 orrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or neruniter srected on the Property insured against loss by fire, 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 amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The Insurance carrier providing 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 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 highly 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 above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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of in surance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a strendard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

If Borrower abandons the Property, Lender may file, in gotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other fine), the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds somer to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not filen die.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Porrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwice Full set in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrow if shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decleasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If its interpretation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disbuse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, whe insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrowar is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Project. Fender'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 artifold 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 andows, 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 Sids Section 9.

Any amounts disbursed by 'Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amount' shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leas the J, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interer is hare nonveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Leauer after or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not marge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortrage I isurance 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 tille in ortgage insurer that previously provided such insurance and Borrower was required to make separately designated proymonts toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage \$2.05 antially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Sociower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substant ally equivalent Mortgage Insurance coverage is not available. Somewer shall continue to pay to Lender the amount of the separatch designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and 'stain' hese payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower and impress or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance on length (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again become available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Indurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to making sparately designated payments toward the premiums for Mortgage Insurance, 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 sur's temination 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 in a 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 from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to

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

11. Assign to a tof Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lander.

If the Property is d'imaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is et included and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to held such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been (orrole's at to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically felisibly or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security misiturent, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in an order provided for in Section 2.

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property Immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrow at end Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Section! It is strument whether or not the sums are then due.

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Walver. 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.

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LOAN #: 400216100687102

initiand Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument, but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and cont ov the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the co-signer's country Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, morary, 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 writing, 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 pruvided 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 expecific 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 of arges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in conner up 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a patital preproment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower is acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action "Dorrower 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 all be 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 expressive equires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice, address by notice to Lender. Borrower's change of address, then Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through the specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender's address stated her sin unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

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

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

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

- 19. Borrower's Right to Reins are After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Sc curi y Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Sec. on 32 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrowal & right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: a) pave Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (r) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue uncharge, unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are in sured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, "is Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had 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 c partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Corrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payment's rue 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 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 Bo we will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such 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, vokatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws

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LOAN #: 400216100687102

of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (a) a "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Ceanup.

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 Property. 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 us as and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender writ en notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of pivete party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual converge, (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 saustance 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 he importy 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 covens it and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to be orrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified which notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Born wer to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect the penses incurred in pursuing the remedies provided in this Section 22, Including, but not limited to, reasonable afterneys' fees and costs of title evidence.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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	LOAN #: 400216100687102
	PY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrowes and recorded with it.
	On low the
	Just My TRV5/EE 10/24/19(Seal)
	ROB R L RAKSTANG, AS TRUSTEE OF THE ROBERT L RAKSTANG TRUST DATE UNDER TRUST INSTRUMENT DATED 11/09/2012
	DRUG TROST ING TROSTED TROSTED TROSTED TO TROSTED TO TROSTED TROSTED TROSTED TROSTED TO TROSTED TROSTE
	Summa Trusta 10/24/16 (Seal)
	SUSAN U RAKSTA IG. AS TRUSTER OF SUSAN U. RAKSTANG TRUST UNDER DATE TRUST INSTRUMENT ΓΑΤ):D 11/99/2012
	TRUST INSTRUMENT LATID TITASIZUTZ
	BY SIGNING BELOW, the undersigned, Settlor(s) of The Pobert L Rakstang Trust under trust instrument dated
	11/09/2012, acknowledges all of the terms and covene its contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.
	(a. a. (b. 1. o)
	(SEAL) TRUST SETTLOR
	ROBERT L RAKSTANG
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	Cort's Original
	·C)

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3014 1/01 Elle Mae, Inc. Page 12 of 13 Initials: ILEDEDL 0315 ILEDEDL (CLS) 10/24/2016 09:46 AM PST

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BY SIGNING BELOV, the undersigned, Settlor(s) of Susan U. Rakstang Trust under trust instrument dated 11/09/2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be found thereby.

State of ILLINOIS
County of COOK

The foregoing Instrument was acknowledged before the this State of ILLINOIS
County of COOK

KIMBERLY D ARNOLD
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 10, 2020

(Serial Number, if any)

Lender: Mortgage Research Center, LLC dba Veterans United Home Loans NMLS ID: 1907 Loan Originator: Allison L. Basnett NMLS ID: 824203

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Title No FNTGSCO-45141622450-VU

#### LEGAL DESCRIPTION

#### EXHIBIT "A"

THE LAND REFERRED TO PLY IN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

UNIT 220 IN BEACON LOFTS CO. DOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PREMISES:

LOT 4 IN BLOCK 13 AND SUBLOTS 2 . NO 3 IN ASSESSOR'S DIVISION OF ORIGINAL LOTS 2 AND 3 IN SAID BLOCK 13, ALL IN DUNCAN'S ADDITION . CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 NOPTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ANÎ

The Contraction of the Contracti

AN SECTION CONTRACTOR

THE NORTH 1/2 OF LOT 12 AND ALL OF LOTS 13 TO 1 D' PLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAS', 1/1 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, JULINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23 1998 AS DOCUMENT NUMBER 08169455, AS AMENDED "RO. 1 TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE "34 AND 35", / 11 AITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESA' PROCEDED AS DOCUMENT NUMBER 08169455.

Parcel ID: 17-17-220-016-1032

7000 M

Commonly known as 203 S Sangamon Street, Unit 220, Chicago, IL 60607 However, by showing this address no additional coverage is provided

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LOAN #: 400216100687102 MIN: 1003502-9100687102-3

#### **CONDOMINIUM RIDER**

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THIS CONDOMINIUM RIDER is made this 24th day of October, 2016 and is incorporated into and sinal be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Decarrower "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Mortgage Research Center, LLC dba Veterans United Home Livans a Missouri Limited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 203 S Sangamon St Apt 220, Chicago, IL FUF 77.

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

(the "Conuc minium 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 COVENANTS. 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 the 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,

 MULTI97ATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Initials:

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LOAN #: 400216100687102

1000 M earthquakes and floor's, from which Lender requires insurance, then: (i) Lender waives the eartriquares and floors, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Priodic 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 cave age 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 property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property what are to the unit or to common elements, any

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 for trument, 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 condomnation or other taking of all or any part of the Property, whether of the unit or of the conn non elements, or for any conveyance in lieu of condemnation, are hereby assigned and site! 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 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 domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of 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 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.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mas/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

Ellie Mae, Inc.

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LOAN #: 400216100687102
BY SIGNING BELOW. Porrower accepts and agrees to the terms and covenants contained in this Concamir ium Rider.
ROBERT L RAKSTANG, AS TRUSTED OF THE ROBERT L RAKSTANG TRUST DATE
ROBERT L RAKSTANG, AS TRUSTE OF THE ROBERT L RAKSTANG TRUST  UNDER TRUST INSTRUMENT DATED 11/00/2212
Sumada This met 10/24/16 (Seal)
SUSAN U RAKSTANG, AS TRUSTEE OF SUSAN U. W. STANG TRUST UNDER DATE TRUST INSTRUMENT DATED 11/09/2012
4
BY SIGNING BELOW, the undersigned, Settlor(s) of The Robert L I akstand Trust under trust instrument dated 11/09/2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.
LAMENT OF THE OF
ROBERT L RAKSTANG (SEAL) TRUST SETTLOR
O <sub>E</sub>
BY SIGNING BELOW, the undersigned, Settlor(s) of Susan U. Rakstang Trust under trust instrument dated 11/09/2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.
SUMMED 10/24/16 (SEAL) TRUST SETTLOR
SUSAN U RAKSTANG
MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3140 1/01 Initials:
Ellie Mae, Inc. Page 3 of 3 F3140RLU 0307
F3140RLU (CLS) 10/24/2016 09:46 AM PST

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### **UNOFFICIAL COPY**

LOAN #: 400216100687102 **FIXED INTEREST RATE RIDER** THIS Fixed interest Rate Rider is made this 24th day of October, 2016 and is incorporated into and shall be deem so to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Mortgage Research Center, LLC dba Veterans United Home Loans, a Missouri Limited Liability Company (the "Lender") of the same date and covering the Property described in the Security instrument and located at: 203 S Sangamon St Apt 220 Chicago, IL 60607 Fixed Interest Rate Rider COVENANT. In add ion t) the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that DEFINITION ( E ) of the Security Instrument is deleted and replaced by the following: E ). "Note" means the promissory note signed by Burrawer and dated October 24, 2016. The Note states that Borrower owes Lender TWO HUNDRED S'AT' THREE THOUSAND AND NO/100\*\*\*\*\*\* Dollars (U.S. \$263,000.00 ) plus interest at the rate of 5.026 %. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later nan November 1, 2046. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants or nini ned in this Fixed Interest Rate TRUSTER= ROBERT L RAKSTANG, AS TRUSTEE OF THE ROBERT L RAKSTANG TRUS UNDER TRUST INSTRUMENT DATED 11/09/2012 SUSAN U RAKSTANG, AS TRUSTEE OF SUSAN U. RAKSTANG TRUST UNDER TRUST INSTRUMENT DATED 11/09/2012 BY SIGNING BELOW, the undersigned, Settlor(s) of The Robert L Rakstang Trust under trust instrument dated 11/09/2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

IL - Fixed Interest Rate Rider Ellie Mae, Inc.

ROBERT L RAKSTANG

Page 1 of 2

Initials:

ILIRROONRLU 0815
ILIRROONRLU (CLS)
10/24/2016 09:46 AM PST

(SEAL) TRUST SETTLOR

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### **UNOFFICIAL COPY**

LOAN #: 400216100687102

BY SIGNING BELC W the undersigned, Settlor(s) of Susan U. Rakstang Trust under trust instrument dated 11/09/2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be broad thereby.

SUSAN II RAKSTANG

(SEAL) TRUST SETTLOR

County Clark's Office

IL - Fixed Interest Rate Rider Ellie Mae, Inc.

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### **UNOFFICIAL COPY**

Opon or LOAN #: 400216100687102 INTER VIVOS REVOCABLE TRUST RIDER DEFINITIONS USED IN THIS RIVER (A) "Revocable Trust" means The Robert L Rakstang Trust created under trust instrument dated. November 9, 2012 (B) "Revocable Trust Trustee(s)" means Room t Rakstang trustee(s) of the Revocable Trust.
(C) "Revocable Trust Settlor(s)" means Robert L Rakstang settlor(s) of the Revocable Trust.
(D)"Lender" means Mortgage Research Center, LLC dba Veterans United Hom Loa is a Missouri Limited Liability Company (E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located at: 203 S Sangamon St Apt 220 Chicago, IL 60607 THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 24th of October, 2016 and is incorporated into and shall be deemed to amend and supplement the Security Instrument, Initials: Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc. GIVTRLU 0915 GIVTRLU (CLS) 10/24/2018 09:46 AM PST Page 1 of 3

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### **UNOFFICIAL COPY**

LOAN #: 400216100687102

ADDITIONAL COVEN AND S. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenar (a) id agree as follows:

A. ADDITIONAL BORROWER(S)

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The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Sattlor(s), and the Revocable Trust, jointly and severally. Each party signing this Ricer below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(1) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

TRUSTEE

ROBERT L RAKSTANG, AS TRUSTEE OF THE ROBERT L RAKSTANG TRUÍ, T DATE

UNDER TRUST INSTRUMENT DATED 11/09/2012

SUSAN U RAKSTANG, AS TRUSTEE OF SUSAN U. RAKSTANG TRUST UNDER DATE

Multistate Inter Vivos Revocable Trust Rider Elle Mae, Inc.

TRUST INSTRUMENT DATED 1/09/2012

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### **UNOFFICIAL COPY**

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		LOAN #: 400216100687102
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BY SIGNING BELLVY, IT & Undersigned.	Settior(s) of The Robert L Ra	akstang Trust under trust
Instrument dated 11/09/2012, ackn. wiedg	ges all of the terms and cove	enants contained in this Security
Instrument and any rider(s) thereto and a	grees to be bound thereby.	
1 An 1 A	) /	
formal	<u></u>	(SEAL) TRUST SETTLOR
ROBERT L RAKSTANG		
BY SIGNING BELOW, the undersigned, to	Settlor(s) or Guran U. Rakst	ang Trust under trust instrument
dated 11/09/2012, acknowledges all of the and any rider(s) thereto and agrees to be	e terms and coveries cont bound thereby.	arned in this Security Instrument
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71100	10/00/1	//
SUSAN U RAKSTANG	10/27/0	( )EAL) TRUST SETTLOR
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Multistate Inter Vivos Revocable Trust Rider		Initials:
Eile Mae, Inc.	Page 3 of 3	GIVTRLU 0915
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### **UNOFFICIAL COPY**

LOAN #: 400216100687102

# Opony INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS FIDER
(A) "Revocable Trust" means

Land State Charles Contains the Contains

The second of th

Susan U. Rakstang Trust

created under trust instrument dated inc rember 9, 2012

(B) "Revocable Trust Trustee(s)" means Susar U Rakstang

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means Susan U Rakstang

settior(s) of the Revocable Trust.
(D)"Lender" means Mortgage Research Center, LLC dba Veterans United Home Lians, a Missouri Limited Liability Company

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located

at: 203 S Sangamon St Apt 220

Chicago, IL 60607

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 24th of October, 2016 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider

Ellie Mae, Inc.

Page 1 of 3

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### **UNOFFICIAL COPY**

LOAN #: 400216100687102

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. ADDITIONAL BORROVER(S)

1000 M

A. ADDITIONAL BORROYER'S)
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Irus', se'tlor(s), and the Revocable Trust, jointly and severally. Each party signing this Ride'r below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or no couch party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such rery's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accents and agrees to the terms and covenants and in this Inter Vivos Revocable Trust Rider. TRUSTEE /6 (Seal) ROBERT L RAKSTANG, AS TRUSTEE OF THE ROBERT L RAKSTANG TRUST DATE UNDER TRUST INSTRUMENT DATED 11/09/2012

SUSAN U RAKSTANG, AS TRUSTEE OF SUSAN U. RAKSTANG TRUST UNDER TRUST INSTRUMENT DATED 17/19/2012 DATE

Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc.

Page 2 of 3

Initials: GIVTRLU 0915 GIVTRLU (CLS)

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- // <sub>1</sub> / <sub>1</sub>		LOAN #: 400216100687102
		•
BY SIGNING BELOW, the undereigned, instrument dated 11/09/2012 acknowled instrument and any rider(s) the areto and	dges all of the terms and	covenants contained in this Security
Mark X		
ROBERT L RAKSTANG	<del></del>	(SEAL) TRUST SETTLOR
Marrill Plantalinia	(,	
dated 11/09/2012, acknowledges all of the and any rider(s) thereto and agrees to be	he terms and covenients (	
dated 11/09/2012, acknowledges all of t	he terms and covenients (	contained in this Security Instrument  (SEAL) TRUST SETTLOR
dated 11/09/2012, acknowledges all of the and any rider(s) thereto and agrees to be supported by the support of	he terms and covenients (	contained in this Security Instrument  (SEAL) TRUST SETTLOR
dated 11/09/2012, acknowledges all of the and any rider(s) thereto and agrees to be supported by the support of	he terms and covenients (	contained in this Security Instrument  (SEAL) TRUST SETTLOR
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dated 11/09/2012, acknowledges all of the and any rider(s) thereto and agrees to be supported by the support of	he terms and covenients (	contained in this Security Instrument
dated 11/09/2012, acknowledges all of the and any rider(s) thereto and agrees to be supported by the support of	he terms and covenients (	contained in this Security Instrument  (SEAL) TRUST SETTLOR

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# **UNOFFICIAL COPY**

	CERTIFICATION OF TRUSTEES UNDER TRUST
We, ROBERT L. RAKSTANG,	being of legal age, declares under penalty of perjury:
46	
<ol> <li>Declarant(s) car'lly the exist trustees;</li> </ol>	tence of the following described Trust and state that he/she/they are all of the current
Name of in st	ROBERT L. RAKSTANG TRUST
Date of Trust.	NOVEMBER 9. 2012
Trustor/Settlor:	ROBERT L. RAKSTANG
Original Truste	
Trust Identificat	ion, 328-38-4503
Social Security	or C
Employer Ident	fication No.
in any manner which would who have any power to revo	rust is in full force and effect and has not been revoked, terminated or otherwise amend cause the representations in this Certification to be incorrect. The name(s) of all person ike the trust are:
	0.
Declarant(s) state the follow exercising his/her/their auth	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
<ol> <li>Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):</li> </ol>	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
<ol> <li>Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):</li> </ol>	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document:	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document:	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document: Nature of document:	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
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3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document: Nature of document:	ing named trustee(s) is/are full a movered to act for said Trust and is/are properly
3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document: Nature of document: Date of document: Date of document:  A. Declarant(s) state that to the	ing named trustee(s) is/are full employered to act for said Trust and is/are properly prity under said Trust in negotiating for, contract for and executing the document(s) trustee(s) other than the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frustees are necessary under the Trust to sign the following named frust to sign
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3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document: Date of document: Date of document:  Date of document:  Date of document:  Date of document:  Date of document:  Date of document:	ing named trustee(s) is/are full a mowered to act for said Trust and is/are properly prity under said Trust in negotiating for, contract for and executing the document(s) trustee(s) other than the following named frustees are necessary under the Trust to significant of the trust of his/her/their knowledge, there are no claims, challenges of any lund or cause of questioning the validity of the Trust or the trustee's authority to act for the Trust.
3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document: Date of document: Date of document:  Date of document:  Date of document:  Date of document:  Signed under penalty of perjury,  Trustees authorized to sign:  Signed under penalty of perjury,  Trustees authorized to sign:	ing named trustee(s) is/are full a mowered to act for said Trust and is/are properly prity under said Trust in negotiating for, contract for and executing the document(s) trustee(s) other than the following named frustees are necessary under the Trust to sign best of his/her/their knowledge, there are no claims, challenges of any lund or cause of questioning the validity of the Trust or the trustee's authority to act for the Trust.
3. Declarant(s) state the follow exercising his/her/their auth attached hereto, and that no said document(s):  Trustees authorized to sign: Nature of document: Date of document: Nature of document: Date of document:  Oate of document:  4. Declarant(s) state that to the action alleged, contesting or	ing named trustee(s) is/are full employered to act for said Trust and is/are properly prity under said Trust in negotiating for, contract for and executing the document(s) trustee(s) other than the following named 'rustees are necessary under the Trust to sign best of his/her/their knowledge, there are no claims, challenges of any kind or cause of questioning the validity of the Trust or the trustee's authority to act for the Trust.  This 24 day of 0 CTO BGR 2016.

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### **UNOFFICIAL COPY**

	(	CERTIFICATION OF TRUSTEES UNDER TRUST	
We, SUSA', U	RAKSTANG, being	of legal age, declares under penalty of perjury:	
`(	),		
4 Declarant	No. The market and		
i. Deciarani(	s) cerr. v ine existence	e of the following described Trust and state that he/she/they are all of the current	
u 431664.			
	Name of Truct:	SUSAN U. RAKSTANGS TRUST NOVEMBER 9, 2012	
	Trustor/Settlor:	SUSAN U. RAKSTANG	
	Original Trustees:	SUSAN U. RAKSTANG	
	Trust Identification,		
	Social Security or	346-42-9462	
	Employer identificati	ion No.	
in any man	s) state that the Trust mer which would caus any power to revoke the	is in full force ar, offect and has not been revoked, terminated or otherwise ame se the representations in this Certification to be incorrect. The name(s) of all per the trust are:	ende sons
3 Declarant/	e) state the following o	named trustan(a) is less full a anatyprod to not for said Trust and islare preparty	
exercising	his/her/their authority ereto, and that no trus	named trustee(s) is/are full e nor wered to act for said Trust and is/are properly under said Trust in negotiating fur, contract for and executing the document(s) stee(s) other than the following name a rustees are necessary under the Trust to	sign
exercising attached he said docum	his/her/their authority ereto, and that no trus nent(s):	under said Trust in negotiating for, contract for and executing the document(s)	sign
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