Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# 2114445089 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 05/24/2021 03:05 PM PG: 1 OF 15

The property identified as:

PIN: 14-30-403-184-0000

Address:

Street:

2644 N Hermitage Ave

Street line 2:

City: Chicago

ZIP Code: 60614

Lender: Huntington National Bank

Borrower: Diane Curtis

Loan / Mortgage Amount: \$163,900.00

County Clark's 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 or person.

Certificate number: B6656368-A9EE-459F-88A5-D8BB568B7073

Execution date: 3/26/2021

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This Instrument Prepared By: THE HUNTINGTON NATIONAL BANK P.O. Box 122620 - SW30 Covington, KY 41012-9956 Christina Davis

After Recording Return To: The Huntington National Bank P.O. Box 122620 - SW30 Covington, KY 41012-9956

[Space Above This Line For Recording Data]

HOME EQUITY LINE OF CREDIT MORTGAGE

(Variable Interest Rate)

Loan #: 00008018350 Scrv. #: PB043

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined elsewhere in this document. Certain rules regarding the usage of words used in this document are also provided in Section 14.

"Security Instrument" means this document, which is dated MRCH 26, 2021, together with all riders to this document.

"Borrower" is DIANE CURTIS AND WILLIAM HAMRICK, A WIFE AND HUSBAND. The Borrower's address is 2644 N HERMITAGE AVE, CHICAGO, IL 60614-110 US. Borrower is the mortgagor under this Security Instrument.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender" is The Huntington National Bank, a national banking association, whose address is Department GW0214, 5555 Cleveland Avenue, Columbus, OH 43231 (NMLSR ID: 402436). Lender is the mortgagee under this Security Instrument.

"Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lencer, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$164,900.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is MARCH 26, 2051. The interest rate under the Debt Instrument may increase or decrease from time to time as set forth more fully in the Debt Instrument, and, as a result, the dollar amount of the Periodic Payments required under the Debt Instrument may also increase or decrease. All references to interest in this Security Instrument shall be to the variable rate of ne crest set forth in the Debt Instrument.

"Property" means the property that is described below under the heading "Transfer of Rights in the Property."

"Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

"Applicable Law" means all controlling applicable federal law and, to the extent not preempted by federal law, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners' association or similar organization.

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"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

"Periodic Payment" means the payment amounts as they become due under the Debt Instrument.

"Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Debt Instrument and/or this Security Instrument.

TRANSFER OF RIGITS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (i), the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described Property located at 2644 N HERMITAGE AVE, CHICAGO, IL 60614-4130 ("Property Address"), which is also becated in: COOK and as may be more fully described in Exhibit A.

TOGETHER WITH all the improvements row 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property will no be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property regainst all claims and demands, subject to any encumbrances of record.

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

1. Payment of Principal, Interest, Prepayment, Other Charges and Escro's. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Debt Instrument and any prepayment charges, late charges and other charges due under the Debt Instrument. Payments due under the Debt Instrument and this Sec utily Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Debt Instrument or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payment and the Debt Instrument and this Security Instrument be made in one or more of the following forms, as selected by Cender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check it drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Fransfer.

Payments are deemed received by Lender when received at the location designated in the Debt Instrument or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. 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.

Subject to Applicable Law, Lender may, upon notice either before or after the execution of this Security Instrument, require Borrower to pay amounts into an escrow or impound account with the Lender up to the maximum amount permitted by law for the payment of all (a) taxes, assessments (including condominium assessments, if any) and other items which may

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attain priority over this Security Instrument; (b) premiums for any insurance required by Lender under Section 4; and (c) leasehold payments or ground rents on the Property, if any.

- 2. Application of Payments or Proceeds. Except as otherwise provided in the Debt Instrument or Applicable Law, Lender may apply payments in any order that Lender deems appropriate. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Debt Instrument shall not extend or postpone the due date of subsequent Periodic Payments.
- 3. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than those liens set forth in Schedule B 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 er or rement 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 stronger to a lien that can attain priority over this Security Instrument and which is not set forth in Schedule B, Lender may give sorrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien of take one or more of the actions set forth above in this Section 3.

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.

4. Property Insurance. Borrower some keep the improvements now existing or hereafter erected 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 corrier 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 remapping's 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 porrower.

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 provine 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 his Section 4 also shall become additional debt secured by this Security Instrument. These amounts shall be a interest at the rate applicable to the Debt Instrument from time to time, 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding balance of the Loan. Upon Lender's request, Borrower shall promptly give to Lender copies of all policies, renewal certificates, 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding balance of the Loan.

In the event of loss and subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights, the following provisions in this Section 4 shall apply. Borrower shall give prompt notice to the insurance

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

If Borrower Landons the Property, Lender may file, negotiate 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 nav 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 19 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 Debt Instrument or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Debt Instrument or this Security Instrument, whether or not the a one subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

- 5. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence, unless Lender otherwise agrees in writing, whic's consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control.
- 6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to present the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower no.ic: at the time of or prior to such an interior inspection specifying such reasonable cause.

- 7. 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 and liens on the Property.
- 8. 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 or any obligation that is secured by a lien that has priority over 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 this Security Instrument, including protecting and/or assessing the value of

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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 8, 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 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument 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.

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

If the Property is dome ged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to not douch Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may 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 it, writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Portower any interest or earnings on such Miscellaneous Proceeds. Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, if the restoration or repair is not economically feasible or Lender's security would be lessened, 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. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

Subject to the rights of any lienholder with rights to hiscellaneous Proceeds that are superior to Lender's rights, in the event of a taking, destruction, or loss in value of the Property, in 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.

If the Property is abandoned by Borrower, or if, after notice by Ler der to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damager, Forrower fails to respond 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, whetler of not then due, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against 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 begin 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 under this Security Instrument. Borrower can cure such a default 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, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

10. 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

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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.

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

Subject to the provisions of Section 16, 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 provided in Section 17) and benefit the successors and assigns of Lender.

12. 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 1.51 ection 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 law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums 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 Debt Instrument or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial p.ep., v.nent without any prepayment charge (whether or not a prepayment charge is provided for under the Debt Instrument). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Porro ver might have arising out of such overcharge.

- 13. 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 Borrower's notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of notice address. If Lender spec fies a procedure for reporting Borrower's change of notice address, then Borrower shall only report a change of notice address through that specified procedure. There may be only one designated notice address for Borrower under this Security Instrum in: at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated 'erein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Estrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 14. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, the law of the jurisdiction in which the Property is recated. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicacle 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 Debt Instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Debt Instrument 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.

15. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

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16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any 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 if such exercise is prohibited by Applicable Law.

- 17. Sale of Debt Instrument; Change of Loan Servicer. The Debt Instrument or a partial interest in the Debt Instrument (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 Debt Instrument and this Security Instrument and performs other mortgage loan servicing obligations under the Debt Instrument, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Debt Instrument. 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 required by Applicable Law in connection with a notice of transfer of servicing. If the Debt Instrument is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Debt Instrument, 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 purchaser of the Debt Instrument.
- 18. Hazardous Substances. As used in this Section 18: (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 peticler, products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive mac ials; (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 Cleanup" includes any response action, remedial action, or removal act on as defined in Environmental Law; and (d) an "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, or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in viol tien of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or clease of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentencer 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 prostigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Coefficien, 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:

19. Acceleration; Remedies. Borrower will be in default if (1) any payment required by the Tebt Instrument or this Security Instrument is not made when it is due; (2) Lender discovers that Borrower or any applicant for the Loan has committed fraud or made a material misrepresentation in connection with the Loan; (3) Borrower teles any action or fails to take any action including, but not limited to, actions or inactions prohibited by Section 16, that adversely affects Lender's rights under this Security Instrument, any of Lender's other security for the Debt Instrument, or any right Lender has in the Property; or (4) Borrower is an executive officer of Lender and federal law permits or requires immediate payment of the Loan. Upon the occurrence of an event of default, and following any notice and/or the expiration of any time period required by Applicable Law, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice or demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Release. Upon payment of all sums secured by this Security Instrument and termination of the line of credit created

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by the Debt Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs, except to the extent Applicable Law requires Lender to pay these 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.

- 21. 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.
- 22. 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 tour the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING BELOW, Porrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider executed by Borrov er and recorded with it.

BORROWER - DIANE CURTIS - DA'.E ·

WILLIAM HAMRICK - DATE -

STATE OF ILLINOIS, COUNTY OF _____

The foregoing instrument was acknowledged before me this

DIANE CURTIS AND WILL AM HAMRICK, A WIFE AND HUSBAN

OFFICIAL SEAL
Jaime Darwin
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 22, 2024

My commission expires: __

Signature

<u> 1997</u>

(Seal)

Individual Loan Originator: JAIME VELASQUEZ DARWIN, NMLSR ID: 711617

Loan Originator Organization: THE HUNTINGTON NATIONAL BANK, NMLSR ID: 402436

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- Notary Public

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EXHIBIT A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN CHICAGO CITY, COOK COUNTY, ILLINOIS TO WIT: PARCEL 1: LOT TH-32 IN THE HARTLAND PARK SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2004 AS DOCUMENT NUMBER 0435534693 IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED OCTOBER 26, 2005 AS DOCUMENT NUMBER 0529903128 FOR SUPPORT, PARTYWALLS, UTILITIES, ACCESS AND PUBLIC SERVICES: AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH TYEREIN. PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL I AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED AS DOCUMENT NUMBER 0523900128, FOR ACCESS TO AND USE OF TH-STAIR-5. PARCEL 4: EASEMENTS FOR THE BENEFIT OF PARCEL I AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK MASTER HOMEOWNERS ASSOCIATION, RECORDED OCTOBER 11, 2005 AS DOCUMENT NUMBER 0528418110, AND RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ON OCTOBER 12, 2005, AS DOCUMENT NUM 3ER 0528527027, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERM! SE' FORTH THEREIN. PARCELS 5: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FROM SAID PARCEL AS CREATED BY DEED FROM NOW THWESTERN TERRA COTTA COMPANY TO THE RIZZO BROTHERS WAREHOUSE CORPORATION. DATED OCTOBERS, 1953 AND RECORDED OCTOBER 22, 1953 AS DOCUMENT 15751274 AND AMENDED BY AGREEMENT RECORDED AS DOCUMENT NUMBER 90188588 AND REKECOPDED AS DOCUMENT NUMBER 90235681 OVER THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 3 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION AFORESAID AND THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTLRSECTION OF THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE SOUTHERLY LINE OF THE PRESENT EXISTING DRIVEWAY WHICH POPUT IS 119.33 FEET MORE OR LESS NORTH OF THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID EXISTING DRIVEWAY, WHICH SOUTHERLY LINE IS A SOUTHERLY LINE OF PROPERTY DESCRIBED AS PARCEL 2, IN A DEED DATED JANUARY 30, 1946 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY ILLINOIS AS DOCUMENT NUMBER 13708497 AND CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE EXTENDED A DISTANCE OF 90.83 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EAST LINE OF PROPERTY DESCRIBED AS PARCEL 3 IN SAID DEED, THENCE NORTHERLY ALONG SAID EAST LINE OF SAID PARCEL 3 A DISTANCE OF 10.56 FEET TO ITS INTERSECTION WITH A WESTWARD EXTENSION OF THE LINE OF THE SOUTH FACE OF A BRICK BUILDING; THENCE EASTERLY ALONG SAID LINE OF THE SOUTH FACE OF A BRICK BUILDING ALONG SAID WESTWARD EXTENSION THEREOF AND ALONG AN EASTWARD EXTENSION THEREOF A DISTANCE OF 90.73 FEET MORE OR LESS TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST14 FEET OF VACATED NORTH HERMITAGE AVENUE AND THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 14 FEET, A DISTANCE OF 10.69 FEET TO THE POINT OF BEGINNING EXCEPTING

FROM THE ABOVE DESCRIBED LAND ANY PART OR PARTS THEREOF, IF ANY WHICH ARE NOW OCCUPIED BY BUILDINGS OR STRUCTURES SITUATED, IN COOK COUNTY, ILLINOIS. EASEMENT PARCEL 6: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT OR BLOCK 3, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3, ALL IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION,30 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF WEST 26 FEET, A DISTANCE OF 80 FEET; THENCE NORTHEASTWARPLY A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LILIF OF SAID VACATED NORTH HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WESTWRIGHTWOOD AVENUE; THENCE NORTHWESTWARDLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 26 FEET WHICH IS 230 FF21 NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET A DISTANCE OF 260.15 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET AFORESAID, WITH A WESTWARD EXTENSION OF THE CENTER LINE OF THE SOUTH WALL (MEASURING 12 1/2 INCHES IN THICKNESS), OF A ONE STORY BRICK BUILDING SITUATED UPON LOT OR BLOCK 2 IN SAID NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION; THENCE WEST ALONG SAID WESTWARD EXTENSION OF THE CENTER LINE OF SAID BRICK WALL A DISTANCE OF 41.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOTOR BLOCK 3 WHICH IS 509.85 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID WEST LINE OF HE EAST 15.32 FEET OF SAID LOT OR BLOCK 2, A DISTANCE OF 74.88 FEET TO THE NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 0.32 FEET TO A POINT WHICH IS 15 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 21.29 FEET TO A POINT ON THE EAST LINE OF SAID LOT OR BLOCK 3 WHICH IS 420 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID EAST LINE OF LOT OR BLOCK 3, A DISTANCE O? 290 FEET TO THE SOUTH FACE OF A BRICK BUILDING WHICH IS 130 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE EAST ALONG AN EAST WARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 14 FEET: THENCE SOUTH ALONG THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE, A DISTANCED OF 130.02 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15,1983 AND RECORDED OCTOBER 1983 AS DOCUMENT 26809313. EXCEPTING THEREFROM THAT PART VACATED BY CONSTRUCTION AND EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372 AND DESCRIBED AS FOLLOWS; TRIANGLE EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED

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AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET. A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTHWESTERLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 20 FEET WHICH IS 230 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 26.0 FEET A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. STRIP EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRACOTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASPLINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 26 FEET, A DISTANCE OF 510.19 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS VEST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.15 FEET TO THE NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 5.00 FEET TO THE POINT OF BEG NING, IN COOK COUNTY, ILLINOIS. EASEMENT PARCEL 7: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT OR BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANYS, RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERID (AN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WITH A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2 15 NORTHWESTERN TERRACOTTA COMPANYS RESUBDIVISION (SAID POINT OF INTERSECTION BEING 868.96 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3) AND KUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 15.32 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 30 FEET, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 538.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE EAST LINE OF SAID LOT OR BLOCK 3, A DISTANCE OF 30 FEET, AND THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET TO THE POINT OF BEGINNING AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313. EASEMENT PARCELS 8: EASEMENT FOR OPERATION, MAINTENANCE, REPAIR, INSPECTION AND REPLACEMENT OF EXISTING TELEPHONE, ELECTRIC, GAS WATER SEWER AND SPRINKLER SYSTEM LINES AND INSTALLATIONS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF TRACT IV AS DESCRIBED JN GRANT OF EASEMENTS HEREINAFTER NOTED FALLING WITHIN THE WEST 36 FEET OF VACATED HERMITAGE AVENUE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5,

1983 AS DOCUMENT 26809313, EASEMENT PARCELS 9: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND: THE NORTH 30 FEET OF THAT PART OF LOT OR BLOCK 2, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISON OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITH IN A PARCEL OF LAND WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 247 FEET WITH THE WEST LINE OF THE EAST 140 FEET OF SAID LOT OR BLOCK 2 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE EAST 140 FEET AFORESAID & D'STANCE OF 357.54 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH AN FASTWARD EXTENSION OF THE CENTER LINE OF THE SOUTH WALL, (MEASURING 12 172 IN CHES IN THICKNESS), OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG THE CENTER LINE OF SAID WALL, AND ALONG A WESTWARD EXTENSION OF SAID CENTER LINE, A DISTANCE OF 191.12 FEET TO A POINT ON THE CAST LINE OF LOT OR BLOCK 3 IN SAID NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION, WHICH POINT IS 509.98 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT OR BLOCK 3; (BEING ALSO THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE), A DISTANCE OF 358.97 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE WITH A WESTWARD EXTENSION OF SAID SOUTH LINE OF THE NORTH 247 FEET OF SAID LOT OR BLOCK 2, AND THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2, A DISTANCE OF 191.04 FEET TO THE POINT OF BUGINNING AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15,1983 AND RECORDED OCTOBER 5,1983 AS DOCUMENT 26809313. EASEMENT PARCEL 10: EASEMENT FOR INCRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 30 FEET OF THAT PART OF LOT OIL BLOCK 2 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOW'S: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT OR BLOCK 2 WHICH IS 247 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH ALONG SAID EAST LOT OR BLOCK LINE A DISTANCE OF 193.68 FEET TO THE NORTH LINE OF THE SOUTH 675 FEET OF SAID LOT OR BLOCK; THENCE WEST ALONG SAID NORTH LINE OF SOUTH 675 FEET A DISTANCE OF 140 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF LOT OR BLOCK 2 A DISTANCE OF 193.80 FEET TO A POINT 247 FEET SOUTH OF THE NOR IF LINE OF SAID LOT OR BLOCK 2, THENCE EAST PARALLEL WITH SAID NORTH LOT OR BLOCK LINE A DISTANCE OF 140 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15,1993 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313. EASEMENT PARCEL 11: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL! OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT OR BLOCK 3 IN THE NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 AT A POINT WHICH IS 15.32 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST 15.32 FEET A DISTANCE OF 35.18 FEET TO A

POINT OF BEGINNING OF THAT PART OF LOT OR BLOCK 3 HEREINAFTER DESCRIBED; THENCE WEST ALONG A LINE 470.18 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF LOT OF BLOCK 3, A DISTANCE OF 100 FEET TO A POINT THENCE NORTHWARDLY TO A POINT 21.04 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 890 FEET OF LOT OR BLOCK 3 AT A POINT 100 FEET WEST OF THE WEST LINE OF THE EAST 15.32 FEET OF LOT OR BLOCK 3: THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 100 FEET TO THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG THE WEST LINE OF THE LAST 15.32 FEET AFORESAID, A DISTANCE OF 30 FEET TO THE NORTH LINE OF THE SOUTF: 838.96 FEET OF SAID LOT OR BLOCK 3; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET AFORESAID, A DISTANCE OF SO FEET TO THE WEST LINE OF THE EAST 75.32 FEET OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 05.32 FEET AFORESAID, A DISTANCE OF 329.08 FEET TO THE NORTH LINE OF THE SOUTA 509.88 FEET OF SAID LOT OR BLOCK 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3, TO THE WEST LINE OF THE EAST 15.32 FEET AFORESAID AND THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET, AFORESAID, A DISTANCE OF 39.70 FEET TO THE POINT OF BEGINNING AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15,1983 AND RECORDED OCTOBER 5,1983 AS DOCUMENT 26809313. EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CONSTRUCTION AND CASEMENT AGREEMENT AND SUBJECT TO ITS TERMS DATED AUGUST 30, 2002 BY AND AMONG LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATF? MAY16,1986 AND KNOWN AS TRUST NO. 11109 (TAG TRUST), SJR CORPORATION, AN ILLINOIS CORPORATION AND LASALLE BANK NATIONAL ASSOCIATEON, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1986 AND KNOWN AS TRUST NO . 67013 DATED AUGUST 30, 2002 AND RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372, DESCRIBED AS FOLLOWS: EASEMENT PARCEL 12 (HERMITAGE SOUTH PARCEL), FASEMENT FOR THE INGRESS AND EGRESS, AND TO INSTALL, MAINTAIN, REPAIR AND REPLACE UTILITIES, OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITACE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWES TERM TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTH EAST QUALTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBE AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SA.D LOT OR BLOCK 3; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET; THENCE NORTH 89 DEGREES 59 MINUTES SS SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES OS SECONDS EAST 510.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 89 DEGREES 35 MINUTES 32 SECONDS WEST ALONG SAID EXTENSION 21.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS. EASEMENT PARCEL 13 (HERMITAGE NORTH PARCEL): EASEMENT FOR THE INGRESS AND EGRESS OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE

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THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 328.80 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 29 SECONDS WEST 30.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST 329.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, LINOIS. EASEMENT PARCEL 14: EASEMENT FOR INGRESS AND EGRESS CREATED BY PUT THEREOF RECORDED AUGUST 1, 2003 AS DOCUMENT NUMBER 0321313043 OVER AND UPON THAT PART OF THE LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUF LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERM COTTA COMPANYS RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF BLOCK 3,225.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED EAST LINE 28.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 42.13 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CON YEX SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET FOR A DISTANCE OF 47.1? FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING BEARING OF NORTH 4° DEGREES 00 MINUTES 22 SECONDS WEST AND A DISTANCE OF 42.43 FEET); THENCE NOP THE 00 DEGREES 00 MINUTES 45 SECONDS WEST 51.99 FEET; THENCE NORTH 20 DEGREES 29 MINUTES 53 SECONDS WEST 6:17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SE CONDS WEST 476.94 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEATING OF NORTH 44 DEGREES 59 MINUTES 53 SECONDS EAST AND HAVING A DISTANCE OF 14.14 FEET); THENCE NORTH 90 DEGREES 00 MINUTES 00SECONDS EAST 73.67 FEET THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 11.07 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 37 SECONDS EAST 76.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST 76.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES O5 SECONDS EAST 11.20 FEET, THENCE NORTH 89 DEGREES 42 MINUTES 12 SECONDS WEST 24.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 79.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.69 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 26 SECONDS EAST 28.31 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 93.80 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 192.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. THIS BEING THE SAME PROPERTY CONVEYED TO DIANE CURTIS, A MARRIED WOMAN, DATED 10/15/2020 AND RECORDED ON 11/20/2020 IN INSTRUMENT NO. 2032507445, IN THE COOK COUNTY RECORDERS OFFICE.

PARCEL ID NO. 14-30-403-184-0000

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