

31257180

This instrument was prepared by: MARGARETTEN & COMPANY INC ARETTEN & COMPANY I NORTH CT PALATINE, ÎL 60067

MORTGAGE

60902390

THIS MORTGAGE ("Security Instrument") is given on

Mav

20th.

The mortgagor is

DANIEL SANCHEZ JR, BACHELOR RAQUEL ABREGO, SPINSTER

("Borrower").

This Security Instrument is given to

, and whose address is

which is organized and existing

1991

08830

("Lender").

MARGARETTEN & COMMANY, INC.
under the laws of the State of New Jersey
One Ronson Road, 1521in, New Jersey
Borrower owes Lender the principal sum of

One Hundred Fifty- One Thousand, Two Hundred and 00/100 Dollars (U.S. \$ 151,200.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides to monthly payments, with the full debt, if not paid earlier, due and payable on June 1st, 2021 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following discribed property located in

County, Illinois:

THE SOUTH 59 FEET OF LOTS 215, 216, 217 AND THE SOUTH 59 FRET OF THE EAST 1/2 OF LOT 218 IN KOESTER AND ZANDER'S SAUGANASH SUBDIVISION OF PART OF LOTS 1 TO 4 INCLUSIVE IN OGDEN AND JONES' SUBDIVISION OF BRONSONS'S TRAC'L IN CALDWELL RESERVE IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #13-03-305-046-0000

> CEPT-01 RECORDING 1/2777 TRAN 0577 05/30/91 10:13:00 16107 + G +-91-257180 CLOK COUNTY RECORDER

which has the address of

5950

N KILBOURN

CHICAGO, IL 60646 91257180

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any 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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Form 3014 9/90

The following Riders are attached:

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this

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Politica Arion	R. L.	Notar	OFFICE TO U.S. September 1997 And September 1997 An	• • • • • • • • • • • • • • • • • • •	
					My Commission expires:
1661	May	To yab	SOFA	d official seal, this	Given under my hand an
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625 NO THE COURT 310 FLOOR MAR-1305 Fage 5 of 5 (Rev. 5/91)
MARGARETTEN & COMPANY, INC.
MARGARETTEN & COMPANY, INC.

:OT JIAM

MAR-1205 Page 5 of 5 (Rev. 5/91) Replaces MAR-1305 (Rev. 7/87)

UNOFFICIAL COPY

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escow 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lengter exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the argunt necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums serured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applied ble law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment of are so due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and first, to any late charges due under the Note...

Charges, Liens. Borrower shall pay all taxes as essentiated, thus and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rems, if any. Borrower shall pay these abligations in the manner, provided in Paragraph 2, or 1 hot paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly in ostito Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

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

5., Hazard or Property Insurance,. Borrower shall 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, he der may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be neceptable to Lender and shall include a standard mo tai ge clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to implies all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle havelaim, then Lender may seed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition,

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year

Replaces MAR-1305 (Rev. 7/87) MAR-1205 Page 4 of 5 (Rev. 5/91)

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23. Walver of Homestead. Bortower walves all dight! of homestead exemption in the Property. without charge to Bortower-Borrower-shall pay any recordation costs.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

costs of title evidence.

incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph II) unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the Februaria, (c) a date, not 21. Acceleration; Remedies. Lander shall give notice to Borrower prior to acceleration following Borrower's breach

in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental projection of the jurisdiction of the j pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used by Environmental Law and the following substantes; gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this Paragraph 20, "Hazardous Substances Care those substances dufined as toxic or hazardous substances take all necessary remedial actions in accordance with Environmental Law.

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

residential uses and to maintenance of the Property.

on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal that is in violation of any Environmental Law. The precedit e 1. to sentences shall not apply to the presence, use, or storage Hazardous Substances on or in the Property. Borrower shall not or, nor allow anyone else to do, anything affecting the Property

contain any other information required by applicable iav.

20. Hazardous Substances. Borrower shall not caute or permit the presence, use, disposal, storage, or release of any

the name and address of the new Loan Servicer and his address to which payments should be made. The notice will also will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state be one or more changes of the Loan Servicer unteinted to a sale of the Mote. If there is a change of the Loan Servicer, Borrower as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may Instrument) may be sold one or more timer with our prior notice to Borrower. A sale may result in a change in the entity (known 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration incer Paragraph 17.

obilgations secured hereby shall reriair fully effective as if no acceleration had occurred. However, this right to relastate shall by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the lien of this Security list that the fights in the Property and Borrower's obligation to pay the sums secured including, but not limited to, repropable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure (b) cutes any default of a ny other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, pays Lender all sums when would be due under this Security Instrument and the Note as if no acceleration had occurred; Security instrument, c. (b) entry of a judgment enforcing this Security instrument. Those conditions are that Botrower: (a) enforcement of 1.1. Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as upplicable law-th vist solly lot reinstatement) Defore sale of the Property pursuant to any power of sale contained in this

18. Borrones's Right to Reinstete. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by It Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

without Lender's prior written consent, Lender may, at its option, require immediate payment in full **of all sums s**ecured by Lender if exercise is prohibited by federal law as of the exercised by the prohibited by federal law as of the exercise of the prohibited by federal law as of the contributions. it is sold or transferred (or if a beneficial inicrest in Borrower is sold or transferred and Borrowerlis not a natural person) 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Institument.

be severable.

effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are declared to with applicable law, such conflict shall not affect other provisions of this Secutity Instrument or the Note which can be given in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction

instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by elect of any notice to Borrower, Any noticed be given or any other address Lender designates by notice to Borrower, Any noticed herein or any other address Lender designates by notice to Borrower, Any noticed herein or any other address Lender designates by notice to Borrower, Any noticed herein or any other address Lender designates by notice to Borrower, Any noticed herein or any other address Lender designates by notice to Borrower, Any noticed herein or any other address Lender designates by notice to Borrower, Any noticed herein and the lender designates by notice to Borrower, Any noticed herein and the lender designates by notice to Borrower, Any notice designates by notice to Borrower, Any notice and the lender designates by notice to Borrower, Any notice and the lender designates by notice to Borrower, Any notice and the lender designates by notice to Borrower, Any notice and the lender designates by notice to Borrower, Any notice and the lender designates by notice by the lender designates by notice by the lender designates by notice and the lender designates by notice by the lender designates it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing.

UNOFFICIAL COPY after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld,

after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's tights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph

7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall play the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage insurance by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage in surance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a lost reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the spaion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain thoraging insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with the payment agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make 'ea or able entries upon and inspectious of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or or conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds (he'd) be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrow and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less that the cent of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less that the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether control is sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrow . That the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration a repair of the Property or to the

sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs I and 2 or change the arrows of such payments.

11. 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 any successor a interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by teason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Horrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent.

13. I our Charges. If the loan secured by this Security Instrument 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. I ender 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 partial prepayment without any prepayment charge under the Note.

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