

PREPARED BY:
BARBARA L. BIEDENSTEIN
ROLLING MEADOWS, IL 60008

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83197779

COOK COUNTY, ILLINOIS

FILED FOR RECORD

RECEIVED
APRIL 19, 1993
CLERK OF COOK COUNTY
ILLINOIS

RECORD AND RETURN TO: 93 MAR 17 AM 10:47

93197779

WASHTENAW MORTGAGE DOCUMENT RETENTION
325 EAST EISENHOWER PARKWAY-SUITE 4
ANN ARBOR, MICHIGAN 48108

[Space Above This Line For Recording Data]

MORTGAGE

828269

THIS MORTGAGE ("Security Instrument") is given on MARCH 15, 1993
BY SOFOKLIS METINIDIS
AND ELENI METINIDIS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given by
WOODFIELD PLANNING CORPORATION, A CORPORATION OF ILLINOIS

which is organized and existing under the laws of THE STATE OF ILLINOIS
address in 3701 ALGONQUIN ROAD-SUITE 720
ROLLING MEADOWS, ILLINOIS 60008
ONE HUNDRED THIRTY THOUSAND
AND 00/100

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2023. 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 described property located in COOK

LOT 137 IN WOODLAND ESTATES, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 8912 NORTH ORIOLE AVENUE, MORTON GROVE
Illinois 60053 ("Property Address");

STATE, CITY,

ILLINOIS Single Family-Family Non-Freddie Mac UNIFORM INSTRUMENT
100-0011-10101 VMP MORTGAGE FORMS - 10131082-0100 - 10001821 / 201

Page 1 of 4

Form 2014-000
5/1/2014
S.M.

BOX 333

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Form 3014 / 80
Date 1986

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FORM 3014

within 10 days of the delivery of notice.

Boorrower shall pay to Lender any sum due under this Note within 10 days of the delivery of notice.

Subject Security Instrument, Lender may give Borrower a notice terminating the Note. Borrower is subject to a lien which may attach over the Security Instrument if Lender determines that any part of the Property is subject to a lien which may attach over the Security Instrument.

any document of title or interest in the Property is transferred to Lender's attorney to prevent the Lender from recovering the Property in the event of the Lender's bankruptcy or insolvency.

any document of title or interest in the Property is transferred to Lender in a manner acceptable to Lender; (b) contains in good faith the Lender's opinion to prevent the Lender from recovering the Property in the event of the Lender's bankruptcy or insolvency.

any document of title or interest in the Property is transferred by the Lender in a manner acceptable to Lender; (c) contains in good faith the Lender's opinion to prevent the Lender from recovering the Property in the event of the Lender's bankruptcy or insolvency.

(d) Borrower makes the payment directly to Lender reciting payment before delivering the payment.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

to the person in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on demand.

which may attain priority over this Security Instrument, and leasehold payements of ground rents, if any. Borrower shall pay

d. Charging Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions otherwise payable to the Property.

third, to trustee dues, fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 21 and 2 shall be applied: first, to any payment charge due under the Note; second, to amounts payable under paragraph 21 within Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition of title to credit against the amounts received by 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 amount of the Funds held by Lender in full to Borrower any

(Upon payment in full of all sums received by this Security Instrument, Lender shall account to Borrower any unpaid monthly payments, at Lender's sole discretion.

Lender may pay to Lender the amount necessary to make up the deficiency in no more than three months.

lens in not sufficient to pay the Secured Lender what due, Lender may do so by Borrower in writing, and, if the amount of the Funds held by Lender in any application of principal, interest or amounts on the Funds held by Lender in any

for the accrued Funds in extraordinary with the requirements of applicable law, if the amount of the Funds held by Lender in any application of principal, interest or amounts on the Funds held by Lender in any

for the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

depth to the Funds held by Lender made. The Funds are pledged as additional security for all sums received by this Security Instrument.

in unusual circumstances of the Funds, without regard to the Funds, without regard to the Funds and the purpose for which such willful change, and Lender may agree in writing, however, that certain shall be paid on the Funds to Lender to the Funds and the purpose for which such willful change, Borrower and Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

applicable law requiring Lender to be paid, Lender may be required to pay Borrower any interest or amounts on the Funds held by Lender in connection with this loan, unless a applicable law provides otherwise. Lender shall account to Borrower

vertaining the Funds, unless Lender, after holding back holding and applying the Funds, annually analyzes the accrual, or recurring items, Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such recurring items, Lender, if Lender is liable to any Federal Home Loan Bank, Lender shall apply the Funds to pay the recurring items, including Lender, if Lender is liable to any Federal Home Loan Bank, Lender shall account to Borrower

The Funds shall be held in an institution whose deposit is by a federal agency, intermediately, or entirely

through forms of ownership in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current due and receivable estimates of future

with it Lender account, if any, and hold Funds in an amount due to Lender to the Funds held by Lender until

1974 an annualized rate to him, 12 U.S.C. Section 280 (RBSA), unless another law limits application to the Funds

related to funds held by Lender may require Borrower to pay amounts due to Lender a lender for a federally

Lender may, at any time, collect and hold Funds in an amount due to Lender the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of monthly installments, there items are called "Borrower items".

if any) monthly installments of principal or property interests or amounts paid by Borrower to Lender, in accordance with

or funds held by Lender may require Borrower to pay amounts due to Lender a lender for a federally

Lender on the day monthly payment is due under the Note, until the Note is paid in full, a sum ("Funds") less

and amounts which may attach priority over this Note, until the Note is paid in full, a sum ("Funds") less

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

principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

variations by jurisdiction to establish a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenant for additional use and non-uniform covenant which limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrance of record.

BORROWER COVENANTS that Borrower is lawfully entitled of the owner hereby novated and has the right to negotiate,

entitling all of the foregoing in relation to the property. All representations and warranties shall also be novated by this Security

TITLEHOLDER WITHIN, and amputate now or hereafter created on the property, and all assignments, appurtenances, and

- 5. Hazard or Property Insurance.** Borrower shall keep the improvements to any 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, Lender 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 acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 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 impaired. 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 a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds 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 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 bankruptcy, 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 rights 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 pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required 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 insurance 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 loan reserve in lieu of mortgage insurance. *Line reserve*

Form 3014 8/90
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CRIB 10101

RECORDED IN THE OFFICE OF THE CLERK OF THE STATE OF CALIFORNIA
ON THIS DAY OF SEPTEMBER, 1990
FOR THE RECORDING FEE OF \$1.00
IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

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01014-00

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Form 3014-SMS
DPA 1982

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ORIGINATOR

16. Borrower's Copy: Borrower shall be given an unauthenticated copy of this Note and of this Security Instrument, to the end that he may have knowledge of his rights and obligations under the same.

17. Governing Law: This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note is declared illegal or unconstitutional, the parties hereto shall make such changes in the instrument as will be necessary to make it legal and valid.

18. Security Instruments shall be deemed to have been given to Landlord when given to Borrower or Lender or any other addressee under circumstances of this Security Instrument and the Note are declared illegal or unconstitutional, unless otherwise provided by law or by the parties hereto.

19. Notice to Borrower: Any notice to Borrower shall be given by delivery to him personally or by first class mail unless otherwise directed in law or by mailing to the Property Address or by delivery to him personally in the Note.

20. Assignment: If the loan secured by this Security Instrument is assigned to a third party without any preparation charge under the Note,

Borrower, Lender may choose to make this instrument principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a reduced reduction will be treated as a partial prepayment to Borrower, Lender may choose to make this instrument principal owed under the Note or by making a direct payment to the parties hereto.

21. Permitted Liens: (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 exceed principal, interest will be refunded to

landlord in finally interpreting the Note, so that the interest or other loan charges collected or to be collected in connection with the Note is finally interpreted so that the Note is satisfied, which note maximum loan charge.

22. Lien Charging: Any notice to Borrower provided by this Security Instrument is subject to a lien, which note maximum loan charge.

23. Security Instruments with Borrower's consent, shall be given to the Note without any preparation charge.

24. Security Instruments shall be given to the Note without any preparation charge except as provided in the Note, if the Note is given to another, modify, either or received by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, either or receive a modification in the Note, or to extend the Note for payment of other amounts necessary to pay the Note.

25. Security Instruments shall be given to the Note without any preparation charge except as provided in the Note, if the Note is given to another, modify, either or receive a modification in the Note for payment of other amounts necessary to pay the Note.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (and the recipient is not a natural person)) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lion of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used 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 protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

DPS 1003
Form 301A, 9/00

Approved by the State of Colorado Department of Property Assessment and Taxation
SPLI-01911

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SPLI-01911, the property tax assessment and tax bill for the year 2000, was issued on January 1, 2001.

1/1/2001

Seal of the
State of Colorado

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931975

NOTARY PUBLIC, STATE OF ILLINOIS DONNIE J. MILLER	NOTARY PUBLIC, STATE OF ILLINOIS DANIEL SEAL
06 1084	06 1084

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My Commission Expires: 4/4/98

Given under my hand and affidavit made, this 14th day of April, 1998.

I have this day in person, and acknowledge that THIS signed and delivered the said instrument as THIRTY PERSONALLY known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before

SOPOLIS MARTINIDES AND BLINI MARTINIDES, HUSBAND AND WIFE
COUNTY AND STATE OF ILLINOIS COOK

, a Notary Public in and for said

County as:

STATE OF ILLINOIS, COOK

BORROWER
LAWRENCE

BORROWER
LAWRENCE

BORROWER
LAWRENCE

BORROWER
LAWRENCE

BLINI MARTINIDES

WITNESS

X LAWRENCE MARTINIDES

WITNESS

In any rider(s) executed by Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- | | | | | | |
|--|--|--|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Plan and Unit Development Rider | <input type="checkbox"/> Rate Improvemnt Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Fixed Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Graduate Payment Rider |

Check applicable boxes!!

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

828269