

PREPARED BY:  
ANN DESBECQ  
CHICAGO, IL 60639

# UNOFFICIAL COPY

03-22-93-64

RECORD AND RETURN TO:

CRAIGN FEDERAL BANK FOR SAVINGS  
5133 WEST FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639

94229964

Space Above This Line For Recording Data & Information

## MORTGAGE

01-71374-02

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 17, 1994**. The mortgagor is **MICHAEL J. SHEEHY** and **MELINDA J. SHEEHY, HUSBAND AND WIFE**.

(Borrower"). This Security Instrument is given to **CRAIGN FEDERAL BANK FOR SAVINGS**, DEPT-01 RECORDING UNIT 100011, TAN 0603 03/14/94 15:41:00 **14013 F-\*\*-94-229964** COOK COUNTY RECORDER.

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is **5133 WEST FULLERTON AVENUE CHICAGO, ILLINOIS 60639** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTTY FIVE THOUSAND SIX HUNDRED AND 00/100** Dollars (U.S. \$ 185,600.00).

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 **MARCH 1, 2024**. 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** County, Illinois:

**LOT 21 IN PONTARELLI BUILDERS SUBDIVISION UNIT 2, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 23, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

(3-19-20-7-029)

31

which has the address of **3729 NORTH NORMANDY, CHICAGO**, Illinois 60634, Zip Code **60634** ("Property Address");

Street, City,

DPS 1089

Form 3014 1/90

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FANNIE MAE/FREDDIE MAC MORTGAGE FORM 100-0201-0100-00002-2263

100-0201-0100-00002-2263

# UNOFFICIAL COPY

Form 304-A  
Date 2/7/90  
60001339

borrower shall provide any bond which has priority over this Security instrument to defray costs of the action set forth above within 10 days of the giving of notice.

This Security instrument, bonds may give borrower a notice identifying his/her/borrower shall satisfy the loan or the Security instrument. It is understood determines that any part of the Property is subject to a lien upon any debt which may affect the instrument of the Note or (a) securities from the holder of the lien in agreement satisfactory to lender stipulating the lien to be paid off by the debtor's own means of the Note; (b) contestants in good faith with the Note by payment of the principal of the Note; (c) contestants in good faith to the Note; and (d) anyone in possession of the Note.

If borrower makes these payments directly, borrower shall promptly furnish to lender receipts evidencing the payments to the person named hereinabove. Borrower shall promptly furnish to lender all notices of nonpayment of any debt under this paragraph if these obligations in the manner provided in paragraph 2, or did not paid in due manner, borrower shall pay directly借人 may deduct portions over this security instrument, and lessor shall pay directly借人 may deduct portions over ground rents, it is so; and borrower shall pay which may deduct portions over this security instrument, lessor shall pay directly借人 may deduct portions over this security instrument, lessor shall pay all taxes, assessments, charges, and expenses provided by law under paragraph 2;

**4. Application of Funds.** Under applicable law provides otherwise, all payments received by lender under paragraphs 1 and 2 shall be applied first to any payment due under the Note; second, to whomsoever may be payable under paragraphs 2;

**5. Application of Funds.** Under applicable law provides otherwise, all payments received by lender under paragraph 2; and second, to whomsoever may be payable under paragraphs 1 and 2, to any late charges due under the Note;

This Security instrument, shall apply any funds held by lender at the time of acquisition or sale in regard to amount the sum required by

Funds held by lender, it, under paragraph 2, lender shall acquire or sell the Property, lender prior to the acquisition or sale

of the Property, shall apply any funds received by this Security instrument, lender shall promptly refund to borrower any

Funds held by lender in full of all sums received by this Security instrument, lender shall promptly refund to borrower any

which pay to lender the amount necessary to make up the deficiency, borrower shall make up the deficiency in no more than

one month after the receipt of payment of the funds, however, lender may satisfy himself in writing, and, if the amount of any

for the excess funds to a reasonable width the requirements of paragraph 2, law, if the amount of the funds held by lender in any

for the funds held by lender exceed the amounts permitted to be held by application of paragraph 2; he held by application of paragraph

if the funds held by lender exceed the amounts received by this Security instrument,

deficit of the funds was made, the funds are pledged as additional security for all sums received by this Security instrument,

and/or attorney fees, an annual accounting of the funds, showing arrears and debts to the funds and the purpose for which each

Borrower and lender may agree in writing, however, lender shall be paid on the funds, lender shall give to borrower,

applicable law requires interest to be paid, lender uses applicable law provides otherwise, lender shall interest of amounts on the funds,

used by lender in connection with his loan, lender uses applicable law provides otherwise, lender interest is used or

a charge; however, lender may require borrower to pay a one-time charge for an independent legal estate tax reporting service

vesting the funds, lender uses applicable law provides otherwise, lender to make such

federal funds, lender may not charge lender to holding and applying the funds, immediately apply the excess amount, or

including lender, if lender is sued in addition to any federal home loan bank, lender shall apply the funds to pay the

The funds shall be held in an account established by a federal agency, or entity

Excess funds to otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current date and reasonable estimates of expenditures of future

and a lesser amount as, at any time, collect and hold funds in an amount not to exceed the lesser amount,

sets a demand from time to time, 12 U.S.C., Section 3601 et seq. ("TISPA"), unless otherwise law that applies to the funds

related to interest for borrower's account under the federal Home Settlement Proceedings Act of 1994, or a federal

lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These funds are called "excess funds,"

and provisions of paragraph 8, if any sum is paid to the holder of mortgage insurance premiums. These funds are called "excess funds,"

it and (c) ready money insurance premiums, if any; (d) any sum paid by borrower to lender, in connection with

of around funds on the Property, if any; (e) ready money hazard or property insurance premiums; (f) ready flood insurance premiums,

and assessors which may due under the Note, until the Note is paid in full, it is in the "funds;" for (g) ready taxes

under of the day monthly payments are due under the Note, until the Note is paid 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

provided 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. Preparation and late charges due under the Note.

PRINCIPAL GOVERNANTS. Borrower and lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform securities covering real property.

Actions by lender to constitute a note and any payment and late charges due under the Note.

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

BORROWER WITH all improvements now or hereafter erected on the property, and additions shall also be covered by this Security

instrument. All of the foregoing is referred to in this Security instrument as the "Property".

Improvements now or hereafter a part of the property. All improvements and add-ons shall also be covered by this Security

TOTALIZE WITH all the improvements now or hereafter erected on the property, and all assessments, appraisements, and

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**5. Hazard or Property Insurance.** Borrower shall keep all improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within lender's "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 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 10 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; Leasholds.** 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 loss reserve in lieu of mortgage insurance. Loss reserve

DPA 10B1

Form 3014 Rev. 10/00  
ORIGINATOR

Form 3014 Rev. 10/00

This instrument is a copy of the original instrument filed in the office of the Clerk of Superior Court, State of Georgia, on [REDACTED] and is certified to be a true copy of the original instrument.

[Signature]

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Form 3014/9/99  
DRAFT  
Date \_\_\_\_\_  
Page \_\_\_\_\_

Form 3014/9/99  
DRAFT  
Date \_\_\_\_\_  
Page \_\_\_\_\_

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

17. Governing Law. 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 and the Note are declared unconstitutional or void under state or federal law.

18. Address. Lender's address shall be deemed to have been given to Borrower or Lender within fifteen days of any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by first class mail to Lender at his/her address or to any other address Lender designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates for Lender to receive notices of mortgage interest, taxes or other charges due on the Property.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the mailing address indicated under the Note.

20. Payment Under the Note. If a tenant resides principally in the residence will be treated as a partial prepayment without any payment to Borrower, Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment from Borrower's funds and if any sums already collected from Borrower which exceed amounts paid to the landlord during the period in which the note was necessary to reduce the charge and that law is hardly interpreted so that the interest of either loan carries collected in connection with the original contract.

21. Loan Cancellation. If the loan secured by this Security Instrument is satisfied in full which sets maximum for discharge.

22. Assignments. Without regard to the terms of this Security Instrument or the Note without first Borrower's consent, Lender may assign this Security Instrument and to others that Borrower and any other Borrower may agree to extend, modify, borrow or sell said Security Instrument and to others that Lender and any other Borrower may agree to pay the sums mentioned in the Note, (a) to co-signee this Security Instrument (b) to another individual offshoot to pay the sums mentioned but does not exceed the Note, (c) to co-signee this Security Instrument only to mitigate, limit and control the payment of the original Borrower's debts shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument shall be liable for payment of any deficiency in payment of the note.

23. Successors and Assigns Joint and Several Liability. Co-signers, the executors and administrators of this instrument of joint liability.

24. Interests. Any interest in this Security Instrument may result in remedy shall not be a waiver of or preclude the exercise of such interest. Any interest in this Security Instrument may result in remedy shall not be a waiver of or preclude the exercise of such interest. Any interest in this Security Instrument may result in remedy shall not be a waiver of or preclude the exercise of such interest. Any interest in this Security Instrument may result in remedy shall not be a waiver of or preclude the exercise of such interest.

25. Lender's Right and Borrower's Duties after Termination of Note. Lender and Borrower shall be entitled to receive the proceeds of any sale or transfer of the property to the date the note is paid in full.

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**17. Transfer of the Property.** If a Beneficial interest in the Property, or all or any part of the Property or my interest in it is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower 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 these 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 lien 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 related 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.

WITNESS: (DRILL) witness:

I, [REDACTED], do hereby declare and certify that I am a Notary Public in the State of California, and that I have examined the foregoing instrument and found it to be in due form, and that I have witnessed the signature of [REDACTED] and [REDACTED] and that they are the persons described in the instrument.

DPG 1003  
Form 3014-9900  
1/1/2000

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OPS 1094

Notary Public, State of Illinois  
Edward G. Shenko  
Notary Public, State of Illinois  
My Commission Expires March 11, 1995

My Commission Expires  
Edward G. Shenko  
Notary Public, State of Illinois  
My Commission Expires March 11, 1995

Given under my hand and official seal, this 17th day of February, 1995  
free and voluntary act, for the uses and purposes intended thereon set forth.  
made this day in person, and acknowledged that **THEIR** signed and delivered the said instrument as **THEIR**  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that **THEIR** signed and delivered the said instrument as **THEIR**

MICHAEL J. SHERRY AND MELINDA J. SHERRY, HUSBAND AND WIFE  
county and state do hereby certify that

a Notary Public is and for said

STATE OF ILLINOIS, COOK COUNTY

County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

24. Recorders to this Security Instrument. If one or more recorders are executed by Borrower and recorded together  
with this Security Instrument, the conveyances and agreements of each such recorder shall be incorporated into and a part of this Security  
Instrument. The conveyances and agreements of this Security Instrument as if the recorder(s) were a part of this Security  
Instrument.

Check applicable box(es):

- Adjustable Rate Rider
- Condominium Rider
- Fixed Payment Rider
- Family Rider
- Gradual Increase Rider
- Late Improvement Rider
- Other(s) (Specify)

- VA Rider
- Balloon Rider
- Biweekly Payment Rider
- Fixed Home Rider
- Second Home Rider
- Special Rider

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