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Form 1014-998 (Page 2 of 6 pages)

File # 1014-998-0001-111X 010 1014-998

5. **Hazard or Property Insurance.** Borrower shall keep the insurance shown below in full force and effect 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 Leander may be liable due to the actions set forth above within 10 days of the issuance and shall satisfy the lien or take one of the more of the following to give notice of nonrenewal:

which may affect the lien or this Security Instrument, Leander may give Borrower a notice specifying to a Lender the enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Leander to prevent the delinquent payment of the lien in, legal proceedings which in the Lender's opinion operate to the benefit of the Lender, or delinquent payments of the lien in a manner acceptable to Leander; (b) conveys in good faith the writing to the payment of the obligation secured by the Note in a manner acceptable to Leander; (a) agrees to the Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees to pay dividends the payments.

under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Leander receipts from the date provided in paragraph 2, or if not paid in due manner, Borrower shall pay him on time directly to the person owed payment, Borrower shall promptly furnish to Leander all notices of nonpayment to be paid him by these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay him on time pay which may affect the priority over this Security Instrument or ground rent, if any, Borrower shall pay him on time pay which may affect the priority over this Security Instrument or ground rent, if any, Borrower shall promptly furnish to the Lender the payment of the amounts payable under paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3; third, to interest due, to principal, to any late charges due under the Note;

4. **Charges Lien.** Borrower shall pay all taxes, assessments, charges, times and expenses attributable to the security held by Leander, [L], under paragraph 2, to any late charges due under the Note; second, to amounts payable under paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3; third, to interest due, to principal, to any late charges due under the Note;

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Leander under paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3; third, to interest due, to principal, to any late charges due under the Note;

such case Borrower shall pay to Leander the amount necessary to make up the difference in the amount paid by Leander in the time of acquisition of a credit instrument or funds held by Leander shall apply any funds held by Leander to sell the Property, Leander shall promptly refund to Borrower any delinquency in the excess funds permitted by law to pay at a rate of interest no higher than the rate charged by Leander's sole discretion, Borrower shall make up the difference in the excess funds in accordance with the Escrow terms of application of law, if the amount of the funds held by Leander shall be applied first, to any late charges due, to principal, to any late charges due under the Note; second, to amounts payable under paragraph 3; third, to interest due, to principal, to any late charges due under the Note;

and the purpose for which each debt to the Funds was made. The Funds were pledged as additional security for all sums and the purpose for which each debt to the Funds was made. The Funds were pledged as additional security for all sums Leander shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds of earnings on the Funds. Borrower and Leander may agree to withdraw, however, this interest shall be paid on the Funds if agreement is made or applicable law requires interest to be paid, Leander shall not be required to pay Borrower any interest unless this reporting service used by Leander in connection with this loan, unless applicable law provides otherwise, unless an account, or very likely the Escrow, unless Leander pays Borrower to pay a one-time charge for an independent real lender to make such a charge. However, Leander may not charge the Funds and applicable law permits the Escrow items, Leander may not such an account or in any Federal Home Loan Bank, Leander shall apply the Funds to pay the Escrow items, Leander, if Leander is held by a federal agency, instantaneously, or entirely in the excess funds held by Leander in an instant when those expenses are measured by a federal agency, instantaneously, or entirely received by this Security Instrument.

The Funds shall be held in an instant when those expenses are measured by a federal agency, instantaneously, or entirely received by this Security Instrument.

amount not to exceed the lesser amount, Leander may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. So, Leander may, at any time, collect and hold Funds in an Escrow Settlement Proceeds Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless Leander for a federally related mortgage loan may require for Borrower's escrow account under the maximum amount a called "Escrow items", Leander may, at any time, collect and hold Funds in an amount not to exceed the maximum items are called "Escrow items", with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These Leander, in accordance, with the provisions of paragraph 8, any sums payable by Borrower to insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any fees levied by the day monthly payments which may affect the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leasehold taxes and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds") for: (b) yearly property taxes for Taxes and insurance. Subject to applicable law or to a written waiver by Leander, Borrower shall pay principal of and interest on the day monthly payments due under the Note and late charges due under the Note;

6. **Payment of Premium and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Leander covenant and agree as follows:

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

BORROWER COVENANTS that Borrower is lawfully seized of the property it is intended to use and non-uniform covenants with encumbrances of record, grant and convey the property and that the Property is unencumbered, except for encumbrances of record, mortgages, grants and other interests in the property, All replacement instruments shall also be covered by this Security

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

TODGETHER WITH all the improvements now or hereafter erected on the property, All replacement instruments shall also be covered by this Security

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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 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 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 payments may no longer be required, at the option 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 mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections 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

ITEM 1878L3 (0202)

Form 3014-9/90 (page 3 of 6 pages)

Great Lakes Business Forms, Inc. ■
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10 April 2019 - L00000000000000000000000000000000

Final (Last) Document Release Date:

Print Date: 10/10/2019 (Page 4 of 6 pages)

(4) A copy of (a)

entitlement of this Security Instrument disclosed at any time prior to the earlier of (a) 5 days (or such other period as provided by this Borrower's Right to Remedy); or (b) whenever notice further notice or demand on Borrower.

This Security Instrument will be paid to Lender at the earliest of (a) 5 days (or such other period as provided by this Security Instrument); or (b) whenever notice further notice or demand on Borrower; in which case the sum secured by this Security Instrument will be paid to Lender in full (or such other period as provided by this Security Instrument); unless Borrower has paid to Lender all sums secured by this Security Instrument in full (or such other period as provided by this Security Instrument); or (c) if Borrower fails to pay such amounts within 30 days from the date of the first payment by Lender to Lender shall give Borrower notice of acceleration. The notice shall provide a period of 15 days (or such other period as provided by this Security Instrument); during which time Borrower may cure any noncompliance with the terms and conditions of this Security Instrument.

This Security Instrument, however, does not apply to the extent that it violates any applicable laws (including, without limitation, federal, state and local securities laws) or regulations, including, but not limited to, the Securities Act of 1933, as amended, the Investment Company Act of 1940, as amended, the Trust Indenture Act of 1939, as amended, the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act of 2002, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as amended, the Small Business Job Protection Act of 1996, as amended, the Jumpstart Our Business Startups Act of 2012, as amended, and the Jumpstart Our Business Startups Act of 2015, as amended, and any rules and regulations promulgated thereunder, or any similar law, rule, regulation or administrative or judicial order or interpretation or guidance issued thereunder or by any regulatory agency or self-regulatory organization, or any other applicable law, rule, regulation or administrative or judicial order or interpretation or guidance issued thereunder, or (d) if it violates any other applicable law, rule, regulation or administrative or judicial order or interpretation or guidance issued thereunder, or (e) if it violates any applicable federal, state, or local law relating to the protection of personal information, provided that such law, rule, regulation or administrative or judicial order or interpretation or guidance issued thereunder specifically identifies the subject matter of this Security Instrument and requires disclosure or modification of this Security Instrument to conform thereto. This provision does not apply if the Security Instrument complies with the relevant requirements of the Sarbanes-Oxley Act of 2002, as amended, and if the Security Instrument is otherwise not otherwise prohibited by the Sarbanes-Oxley Act of 2002, as amended.

(17) Transfer of the Property in a Beneficial Interest. If all or any part of the Property is held by another person in its sole or joint ownership, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 15 days (or such other period as provided by this Security Instrument); during which time Borrower may cure any noncompliance with the terms and conditions of this Security Instrument.

(18) Borrower's Right to Remedy. If Borrower fails to pay such amounts within 30 days from the date of the first payment by Lender to Lender shall give Borrower notice of acceleration. The notice shall provide a period of 15 days (or such other period as provided by this Security Instrument); during which time Borrower may cure any noncompliance with the terms and conditions of this Security Instrument.

(19) Death or Disappearance of the Secured Party. If the Secured Party dies or disappears, Lender may exercise any rights under this Security Instrument prior to the date the notice is delivered to the Secured Party if exercised by Lender's personal representative; or if the Secured Party dies, within 15 days after notice to the Secured Party if exercised by Lender's personal representative; or if the Secured Party disappears, within 15 days after notice to the Secured Party if exercised by Lender's personal representative.

(20) Survival of the Note and Security Instrument. The Note and Security Instrument shall survive the termination of the Note.

(21) Survival of the Note and Security Instrument. The Note and Security Instrument shall survive the termination of the Note and Security Instrument, even if a beneficial interest in the Note and Security Instrument is sold or transferred for its benefit, provided that the Note and Security Instrument shall be governed by the law of the state in which the Note and Security Instrument is located, in the event that any provision of this Note and Security Instrument or the Note are contrary to the law, such conflict shall be controlled by this Note and Security Instrument and the Note are declared to be superseded.

(22) Survival of the Note and Security Instrument. This Note and Security Instrument shall be governed by the law of the state in which the Note and Security Instrument is located, in the event that any provision of this Note and Security Instrument or the Note are

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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 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.

9/20/2014 10:49 AM

Form 2014-9/90 (page 5 of 6 pages)

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ITEM 1070LB (9202)

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Form 1014 9/90 (Page 6 of 6 pages)

10/18/1990 (Page 6 of 6 pages)

My Company
NOTARY PUBLIC, State of Illinois
SHELLY A. MAGNULO
Officer
Notary Public
My Commission Expires 6/17/93
1510 West Belmont, Chicago, IL 60641
(Name)
(Address)

Notary Public

1/26/94 MAXAH

1510 West Belmont, Chicago, IL 60641
MCSA Notary CONVENTIONAL

This instrument was prepared by
NOTARY PUBLIC, State of Illinois
SHELLY A. MAGNULO
OFFICIAL SEAL
My Commission Expires 6/17/93
Notary Public, State of Illinois
SHELLY A. MAGNULO
My Commission Expires 6/17/93
Notary Public, State of Illinois
SHELLY A. MAGNULO
OFFICIAL SEAL

Given under my hand and official seal, this

forth,

free and voluntary act, for the uses and purposes herein set
and delivered the said instrument as **THEIR**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
THEIR signed

WADYSAW DZIADKOWIEC & JANINA DZIADKOWIEC
do hereby certify that **STANISLAW STEPHANIAK** **GRZEGORZ STEPHANIAK** &
a Notary Public in and for said county and state,

THEIR **WITNESSED**

STATE OF ILLINOIS,

County **CHICAGO**

WITNESSES:
STANISLAW STEPHANIAK (Seal) (Witness)
GRZEGORZ STEPHANIAK (Seal) (Witness)
WITNESSES:
JANINA DZIADKOWIEC (Seal) (Witness)
WADYSAW DZIADKOWIEC (Seal) (Witness)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> |

Instrument. [Check applicable box(es)]
This Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall become part of this Security
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall become part of this Security
Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall become part of this Security
Instrument.

633-575-6