WHEN RECORDED MAIL TO PLATINUM HOME MORTGAGE CORP. 2200 HICKS ROAD, SUITE 101 ROLLING MKADOWS, IL 60008

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Prepared By: D. BROADDUS PLATINUM HOME MORTGAG 2200 HICKS ROAD, SUITE IDI **ROLLING MEADOWS, IL 60008**

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

RECORDING 31.00 HATL 0.50 95789543

LOAN NO. 11-1774

MORTGAGE

THIS MORTGAGE ('Scalate Instrument') is given on OCTOBER 31 The mortgager is JIMMY KARPIS AND LIANA KARPIS, HUEBAND AND WIPE

*Borrower

This Security Instrument is given to PLATINUM HOME MORTHAGE CORPORATION AN ILLINOIS CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS

and whose

address in 2200 HICKS ROAD, SUITE 101, **ROLLING MEADOWS. IL 60008**

("Lander").

Borrower ower Lender the principal sum of ONE HUNDRED MINKTY-SIX THOUSAND AND 09/100

Dollars (U.S. \$ 196,000,00). This debt is evidenced by Moskower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt. If not paid earlier, the and payable on NOVEMBER I. . This Security Instrument secures to Lender: (a) the researce, of the debt evidenced by the Note, with Interest, and all innewals, 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 stor power's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower doct hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 40 (EXCEPT THE SOUTH 18 FEET AND 6 INCHES THERROP) AND ALL OF LOT 41 IN ALLEN AND WEBERS KENILWORTH AVENUE SUBDIVISION OF THE CAPT 10 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34. Township 41 North, range 13. East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.

PIN #: 10-34-210-034-0000

7014 NORTH KERLER AVENUE which has the address of

HNCOLNEGOD

Illinois

60646

("Property Address");

(Zhy Code)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully select 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 SHOURITY 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 Londor covenant and agree as follows:

1. Payment of Principal and Intercut; 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.

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 rants on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morrance insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of patagraph, 8, in lieu of the payment of mortgage insurance premiums. These items are called "History Items". Lender may, at any time, office and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage liban may require for Sorrower's escrew account under the federal Real Batais 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. It 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 Besrow Items or otherwise in accordance with applicable taw.

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 Fideral Home Loan Bank. Lender shall apply the Funds to pay the Sacrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Berrow 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 total 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 Lender exceed the amounts permitted to be held by raphilable 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 amount necessary to make up the deficiency. Borrower shall nexe up the deficiency in no more than twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly mound 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 Punds held by Lender at the time of acquisition or sale as a credit agains, the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Landa under paragraphs 1 and 2 thair be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Chargest Liens. Borrower shall pay all texes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rous, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the tien in a manner acceptable to Londer; (b) contests in good faith the lien

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by, or defends against enforcement of the tien in, legal proceedings which in the Lendor'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. Taxard 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 bazards, including floods or flooding, for which Lender requires insurance. This insurance shall be malniained 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 Burrower 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 Londer and shall include a standard mortgage clause. Lender shall: have the right to hold the policies and tenewals. 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 parrier and Lender,

Lender may make proof of loss if not made promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property duraged, if the restoration or repair is economically feasible and London'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 furtherent, whether or not then due, with any excess paid to Borrower. If Borrower shandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a glatin, then Lender may collect the insurance projects. Lender may use the proceeds to repair or restore the Property or to pay single 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 serve 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, Borrewer's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lorden to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Projection of the Property; Borrower's Loan Application; Leaseholder 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 univerextenuating circumstances exist which are beyond Borrower's control. Regrower shall not destroy, damage or impair the Property. allow the Property to deteriorate, or commit waste on the Property. Somewar shall be in default if any forfeithe action or proceeding, whether civil or criminal, is begun that in Londer's good faith suigment could result in forfsiture of the Property or otherwise materially impair the lien created by this Security Instrument or Leguer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or intereding to be dismissed with a ruling that, in Londer's good faith determination, precludes forfollure 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 say: also be in default if Borrower, during the loan application process, gave materially false or insecurate information or statements to hander (or falled to enjoyed. 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 Instruction is on a leasthoid, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the least old and the fee title shall not merge utless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and severents 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 paragriph 7, Lender

does not have to do so.

Any arrants disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of disbursument at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting payment,

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mortgage insurance coverage required by Lunder 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-twolfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cessed to be in effect. Londer 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 Lander 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 offect, 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. Londer 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender.

In the event of a to allexing of the Property, the proceeds shall 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 Universities before the taking is equal to or greater than the amount of the sums secured by this Security Instrument limitediately before the taking, unless Borrower 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 lotal amount of the sums secured immediately or look the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise ugree in writing of unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due,

If the Property is abandoned by Borrower, or if, ager notice by Lender to Borrower that the condemnor offers to make an award or sould 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, skines to restoration or repair of the Property or to the sums secured

by this Security instrument, whether or not then due,

Unless Londer 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 of change the amount of such payments.

11. Borrower Not Released; Forhearance By Lender Not a Waiver Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lenvier to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successory in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for beyment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Porrower or Borrower's successors in interest. Any forbearance by Londor in exercising any right or remedy shall not be a waivered or preclude the exercise of any right or teinedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and Jeresments of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. florrower's covenants and agreements shall be joint and several. Any Borrower 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 he wer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums security this Security Instrument; and (0) agrees that Lender and any other Borrower may agree to extend, modify, forhear or make any accommodations

with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan 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 fimits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment charge under the Note

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

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

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

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 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 Londer 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 paried of not less than 3) days from the date the notice is delivered or mailed within which Borrower most pay all sums secured by this Security Instrument. If Bortowir falls to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted

by this Security Instructions without further notice or demand on Dorrower.

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) betwee sale of the freporty pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Socurity Instrument. Those conditions are that Horrower: (a) pays Lender all sums which 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; (e) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonably attorneys' fees; and (d) taket sich action as Londer may reasonably require to assure that the tien of this Security instrumers shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accoleration 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 Services. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior series 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 thic Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Plote. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accurdance 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 payerents 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 numberance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, warand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazarious 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 Hazardona Substance affecting the Property is necessary, so rower shall promptly take all necessary remedial actions in accordance with finvironmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic c. Exerdous 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 formaldebyde, and radioactive materials containing asbestos or formal containing asbe paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is lecuted 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 Socurity Instrument (but not prior to acceleration under paragraph 17 unless applies his 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 summer secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relustate after acceleration and the right to assert in the foreclosure proceeding the non-

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. If the default is not cured at or existence of a default or any other defense of Borrower to acceleration and to 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. 23. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. 24. Fiders to this Security Instrument. If one or more riders are executed by Borrowsz and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the coversuits and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, (Check applicable box(es)] 1-4 Family Rider Condominium Rider Adjustable Rate Rider Blwockly Payment Rider Planned Unit Development Rider Graduatico Plythont Rider Second Home Klder Rate Improvement Rider Balloon Ride: Other(s) [specify] BY SIGNING RELOW, Borrower accepts and agrees to the terms aixt covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it. Wilnesse: (Seal) my Kąryis (Soal) DIANA KARFIS (Saal) (Seal) (Boace Dalow This Line For Acknowledgment) Courts AT STATE OF ILLINOIS, COOK te anderocound , a Notary Public in and for said county and state, JIMMY KARKIS AND LIANA KARFIS, HUSBAND AND WIFE do hereby corrlly that , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY free and voluntary act, for the uses and purposes therein set forth. signed and delivered the said insurument as ARE day of DCTOBER Given under my hand and official soal, this 31ST "OPPICIAL SEAL" My Commission expires: Parriola A. Harb Notary Public, State 2. S. 15/99 3. SMy Commission Expires 03/15/99 3. Section of the Commission of th 95789563 ILLIN()18 - Single Femily - Fannie Maeifrendle Mac UMIFORM INSTRUMENT Form 2014 9/90 Initiale: 5.64 L/C. Lager Fet Tip Inc. (800) 446-3555 Page 6 of 6 LIPT JPHMASO14 11/84

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