

# UNOFFICIAL COPY

SECURITY

356-19210

DEPT-R1 RECORDING  
10/21/90 VEN 401 1255/90 1027/90  
67287 C.J. 4-98-21581 143  
CIRK SECURITY RECORDER

Prepared by:

LOAN NO. 000004979 PMI CERTS

## MORTGAGE

THE MORTGAGE ("Security Instrument") is given on  
The mortgagor is IRA L O'NEAL, AN UNMARRIED MAN

NOVEMBER 2, 1995.

This Security Instrument is given to AMARIS MORTGAGE COMPANY, AN ILLINOIS CORPORATION  
which is organized and existing under the Laws of STATE OF IL

address is 11712 S. WESTERN AVENUE  
CHICAGO, IL, 60643

(Lender).

Borrower owns Land, the principal sum of ONE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED ELEVEN (\$129,105.00). 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 NOVEMBER 1, 2025. This Security Instrument extends to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all expenses, extensions and modifications of the Note; (b) the payment of all other sums, and interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's obligations and agreements under this Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Lender the following described property located in:

LOT 58 IN J AND G CONSTRUCTION COMPANY'S SUBDIVISION OF THE  
NORTH 154.5 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4  
EXCEPT THE EAST 232 FEET OF THE SOUTH 121.5 FEET ON THE  
NORTH 154.5 FEET THEREOF) OF SECTION 35, TOWNSHIP 38 NORTH,  
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.  
P.I.N.:19-35-421-027

which has the address of 3221 W 85TH STREET

Illinois 60652 (Property Address);  
100 Main

CHICAGO

RECORDED - Chicago County - County Recorder's Office - CHICAGO, ILLINOIS  
Form 10-14-2000  
Recorded 10/21/90  
Clerk's Office Date 10/21/90  
Clerk's Office Date 10/21/90

1. Mortgage is being re-evaluated by Credit Verbiage  
2. In Loan Account

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**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all structures, appurtelements, fixtures now or hereafter a part of the property. All improvements 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 seized of the entire property comprised and has the right to mortgage, sell and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally for itself to the Property against all claims and demands, subject to any encumbrances of record.  
THE SECURITY INSTRUMENT contains uniform covenants for unpaid rent and non-delivery of rent, which may be modified to accommodate a uniform security instrument covering all rents.

**WATER CONSERVATION** Progress and Trends

4. Payment of Principal and Interest and Lender's expenses. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day next after payment are due under the Note, and if the Note is paid in full, a rate ("Fees") for: (a) yearly taxes and assessments which may affect property under this Security Instrument as a lien on the Property; (b) yearly (or monthly) payment of ground rents on the Property; (c) any (i) yearly heated or property insurance premium; (d) yearly flood insurance premium, if any; (e) yearly telephone lease or guarantee, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in the amount of postage required premiums. These fees are called "Interest fees". Lender may, at any time, collect and hold Funds in an account set up to extend the maximum amount a funds for a federally insured mortgage loan may require for Borrower's benefit. Under the Federal Home Loan Settlement Protection Act of 1974 as amended from time to time, 12 U.S.C. § 1501 et seq. ("FHLBPA"), certain escrow fees that apply to the Funds are a loan originator's expense. If so, Lender may, at any time, collect and hold Funds in an account to extend the funds amount. Lender may retain the amount of Funds held on the basis of current and reasonable estimates of expenditures of fees. Extraordinary fees of otherwise in accordance with applicable law.

The Funds shall be held in an institution whose depositors are less than by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or a non Federal Home Loan Bank, Lender shall apply the Funds to pay the Entomos debts. Lender may not charge Borrower for holding and applying the Funds, especially satisfying the accrued interest, or verifying the accrue interest, unless Lender pays Borrower interest on the Funds and application law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an advance which is not otherwise reported as 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. Interest and principal may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Entomos, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the principal of which each debit to the Funds was made. The Funds are pledged as additional security for all sums received by this Secrecy V-14 in sum.

for the three Funds in accordance with the requirements of applicable law. If the amount of the funds paid by Lender at any time is not sufficient to pay the amounts owed when due, Lender may so notify Borrower in writing, as it deems fit, and Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Within payment in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower or pay to him held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the termination or release of the Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the amount due under the Security Instrument.

3. Application of Payment. Under applicable law provisions otherwise, all payment received by Lender under paragraph 1 and 2 shall be applied first, to any preexisting charges due under the Note, second, to amounts payable under paragraph 3, to accrued late fees, to principal due and last, to any late charges due under the Note.

However, should promptly furnish to Lester all notices of amounts to be paid under this paragraph. If however, Lester does not receive such notices directly, Borrower shall promptly furnish to Lester receipts certifying the payment.

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the, or default against enforcement of the loan in legal proceedings which in the Lender's opinion appears to perceive the enforcement of the loan, or to, release from the holder of the loan or agreement enforceability to Lender enforcing the loan or the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect partially or fully the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall verify the lien of each part of more of the amount on hand, within 10 days of the giving of notice.

3. **Borrower's Right to Repossess.** Borrower may keep the improvements now existing or hereafter erected on the Property against bare the fire,台风, water damage, theft, the acts "unlawful assemblies" and any other damage, including floods or flooding, that would render impossible habitation. This insurance shall be maintained in the amount and for the period the Lender requires. The above items carried provides the coverage shall be deemed by Borrower sufficient to Lender's required value shall not be so much less than. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, carry insurance to protect Lender's right in the Property or commence such proceedings:

All court costs, judgments and attorney's fees to repossess or remove and clear title to Lender or Lender's assigns of title of said property, or to sell the same. In the event of loss, Borrower shall pay all expenses of removal and Lender Lender shall deduct cost of loss if not made promptly by Borrower.

Under Section 10 of the Consumer Protection Act, in addition, insurance premiums shall be applied in consecutive or regular or part of the Property demanded, if it is so required or required to reasonably facilitate and Lender's security in the property. If the representations or warranties in this instrumentality to Lender's property would be breached, the consumer premium shall be applied to the items created by this Security Instrument, whether or not due date has not yet come, prior to Borrower. If Borrower should fail to respond, as soon as possible after, to file a notice that Lender's interest has failed to make a claim, then Lender may assume the insurance premium. Lender may sue the property to recover or deduct the property or to pay such amounts as this Security Instrument, which are paid or due. The filing point and time when the term is filled.

Within Lender and Borrower between 10 days, any representations or guarantees to be applied shall not exceed or purport to the date of the security instrument in paragraphs 1 and 2 or change the purpose of the property. If such guarantee 21 of the Property is assumed by Lender, Borrower's right to sue Borrower's interest and present monetary losses damage to the Property prior to the assumption shall pass to Lender in the name of the sum stated by this Security Instrument immediately prior to the assumption.

4. **Conveyance, Pre-emption, assignments and transfers of the Property;** Borrower's right to transfer the property, the property shall continue, directly, and the Property of Lender's principal residence with the date when the protection of the property terminates and shall continue to cover. By filing a written notice of his expected residence for at least one year after the date of conveyance, unless Lender otherwise agrees in writing, Lender shall not be reasonably believed to cause substantial inconvenience that may be beyond Borrower's control. If Borrower shall fail to do so, damage to the property, then the Property to someone, or damage caused to the Property, Borrower will be liable for any further action of proceeding, either civil or criminal, is larger than in Lender's good faith, deposit made credit to payment of the property or property security before the date specified by the previous Borrower or Lender's security interest. Borrower may also seek a return and damages, as provided in paragraph 18, by canceling the notice or notice to be furnished with a notice that Lender's good faith determination, particular evidence of the Borrower's failure to do so, property or other conduct regardless of the fact created by the security instrument or Lender's security interest. Borrower of Lender to be in default of this instrument, failing to keep applicable laws, give necessary false or inaccurate information or statements in Lender's are forced to provide Lender with any intended information in connection will be held responsible by the law, however, & / or Lender is responsible maintaining Borrower's occupancy of the Property as a principal residence. If the Security Instrument is in force, Borrower shall comply with all the provisions of the loan. If Borrower ceases to live in the Property, the law, and the fee that are charge under Lender agreed to the longer in writing.

5. **Violation of Lender's Rights in the Property.** If Borrower fails to perform the obligations and a process is completed in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property, Lender shall not prosecute in bankruptcy, proceed, for confirmation or enforcement of its actions laws or regulations, then Lender shall be entitled to pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's right to collect includes paying any debts secured by a law which has priority over this Security instrument, appearing as trustee, paying attorney's fees and costs on the Property to make repairs. Although Lender may sue 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 incurred by this document. Furthermore, Unless Borrower and Lender agree in other terms of payment, this amount shall bear interest from the date the disbursement at the same rate and shall be payable, with interest, upon notice from Lender to Borrower responding payment.

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8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan entered 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 ceases 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 rate substantially equivalent to the rate at the time of the mortgage insurance previously in effect, from an alternative 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-half of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage required 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, 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 visits 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. Lender Actions. 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 nonpayment in lieu of evaporation, are hereby retained and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums incurred by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums incurred by this Security Instrument, then, (i) before the taking, unless Borrower and Lender otherwise agree in writing, the sums incurred by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (A) the fair market value of the sums incurred immediately before 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 incurred immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums incurred by this Security Instrument or, if the net sum is then due, to the amounts due thereon.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the nonremediable effects of such an event or action for damages, Borrower fails to respond to Lender within 30 days from the date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restore or repair of the Property or to the same amount by this Security Instrument, whether or not the sums are then due.

Unless Lender and Borrower otherwise agree in writing, all accrued interest on principal shall not exceed or prepay the due date of the monthly payments referred to in paragraph 11 or 12 or charge the amount of such payments.

11. Borrower Not Substantiated; Forgiveness by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument given "to Lender to any successor in interest of Borrower shall not operate to reduce the liability of the original Borrower or Borrower's assigns in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to take any time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by an original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

13. Late Charges. If the loan secured by this Security Instrument is subject to a law which allows maximum late charges and that law is freely interpreted so that the interest or other late charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such late 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 Lender. Lender may choose to make that refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

ILLINOIS - Single Family - Primary Mortgagor Only SECURITY INSTRUMENT  
Pursuant to Note  
Lender Name: 6003 046-1553  
Lender File No.: 157-20000514-11-04  
Page 4 of 6 

14. Notices. All notices to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise 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 notices to Lender shall be given in kind (as may be directed) or otherwise at the time or any other address Lender designates by notice to Borrower. Any notices provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given or sent as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Illinois 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 any provision or clause of this Security Instrument or the Note which can be given effect notwithstanding such conflict, then such other provision or clause of this Security Instrument or the Note which can be given effect

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IN LENDER'S UNDERTAKING OF THIS SECURITY INSTRUMENT, THE SECURITY INSTRUMENT IS NOT TO BE CONSIDERED AS A CONTRACT, AND IT IS NOT TO BE INTERPRETED AS A CONTRACT.

RECEIVED - Georgia Power - Facility Identification #00000000000000000000  
Form 5010-2002  
Date Form Rec'd: 04/16/2002  
Last Revision: 04/01/2002

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18. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by Lender if or by mailing or otherwise addressed to Borrower's address by Lender to Lender. Any notice to Lender shall be given by firm letter sent to Lender's address in the United States or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Lender or Lender when given as provided in this paragraph, to which the Lender may consent. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Lender is located. In the event that any provision or clause of this Security Instrument or the rules contained within it conflict with a state law provision, to the extent that provision or clause of this Security Instrument and the state law conflict, the state law will control.

19. **Notices to Lender.** Borrower shall give Lender a copy of any instrument of conveyance of the Property or any fixture or equipment to Lender or to a third party. If at any time part of the Property or any fixture or equipment to Lender or to a third party is sold or transferred and Borrower is not a general assignee, Lender may consent to such transfer. However, Lender may not be compelled by Borrower to consent by federal law as of the date of this Security Instrument.

20. **Lender's Right to Retain.** If Lender exercises its option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of ten days from the date the notice is delivered to Lender within which Borrower shall pay all sums required by this Notice by ten days from the date the notice is delivered to Lender within which Borrower shall pay all sums required by this Notice by this Security Instrument without further notice, if any, to Borrower.

21. **Lender's Right to Retain.** If Lender exercises its option, Borrower shall have the right to have modifications of this Security Instrument determined at any time prior to a sale of: (a) 5 days for each calendar period as applicable for any specific or non-specific) before sale of the Property, subject to any power of sale contained in this Security Instrument; or (b) 30 days of a judgment concerning this Security Instrument. Notice concerning the sale Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as of 30 calendar days before, (b) gives any details of any other agreements or arrangements; (c) pays all expenses incurred in sale of this Security Instrument, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may at any time require to assure that the sale of this Security Instrument shall continue unimpeded. Upon submission by Borrower of this Security Instrument and the obligations assumed thereby shall remain fully effective as if no acceleration had occurred. However, this right to accelerate shall not apply in the case of acceleration under paragraph 17.

22. **Sale of Notes/Change of Loan Service.** The Note or a portion thereof or the Notes (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 (other than the "Loan Service") that collects monthly payments due under the Note and the security instrument. There shall not be sale or lease changes of the Loan Service specified in a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and supplied the new service with copies of the new Loan Service and the address to which payments should be made. The new service will also furnish any other information required by applicable law.

23. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, release, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, any act or thing that results in the violation of any Environmental Law. For providing two statements that do not apply to the nature of the use, or removal or treatment of Hazardous Substances that are generally recognized to be appropriate or normal to the use of the Property.

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

As used in this paragraph 23, "Hazardous Substance" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, benzene, other flammable or toxic petroleum products, compressed and bottled gases, volatile solvents, materials containing asbestos or asbestos-like, and radioactive materials. As used in this paragraph 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## HOLD-HARMLESS COVENANTS.

24. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration of Borrower's breach of any covenant or agreement in this Security Instrument (not prior to acceleration under paragraph 17, unless specifically so provided elsewhere). The notice shall specify: (a) the default, (b) the action required to cure the default, (c) a date, and (d) notice to leave from the date the notice is given to Borrower, by which the default must be cured. For that purpose to cure the default as of before the date specified in the notice may suffice to acceleration of this Security Instrument, notwithstanding by judicial procedure and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to cure in the future.

RECEIVED - Georgia Power - Facility Identification #00000000000000000000  
Form 5010-2002  
Date Form Rec'd: 04/16/2002  
Last Revision: 04/01/2002

Page 5 of 6 *[Signature]*

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influence of a defendant or any other defense of the former in consideration and thereafter. If the defendant is not named as principal but the date specified in the notice, Leader is to explain why no immediate response is felt of all those named by him and similarly interested parties further demands and uses therefore this statutory requirement by judicial procedure. Leader is entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of this proceeding.

24. Settlement. Upon payment of all sums specified by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recording costs.

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But subject to this Security Instrument. If one or more riders are executed by different and connected together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated here and shall amend and supplement the covenants and agreements of this Security Instrument as if the same(s) were a part of this Security Instrument. [Check box] \_\_\_\_\_

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> <u>Affordable Price Range</u> | <input type="checkbox"/> <u>Condominium Status</u>              | <input type="checkbox"/> <u>1-4 Family Units</u>          |
| <input type="checkbox"/> <u>Grade-A or Better</u>      | <input type="checkbox"/> <u>Planned Unit Development Status</u> | <input type="checkbox"/> <u>Previously Payment Status</u> |
| <input type="checkbox"/> <u>Suburban Area</u>          | <input type="checkbox"/> <u>Base Improvement Rating</u>         | <input type="checkbox"/> <u>Second Home Status</u>        |
| <input type="checkbox"/> <u>Offsite Property</u>       |   |   |

BY SIGNING BELOW, I acknowledge a copy has been given to me of the terms and conditions contained in this Security Instrument and (in my fiduciary capacity by Borrower) executed by Borrower and recorded with it.

५७८२

سازمان اسناد و کتابخانه ملی

STATE OF THE UNION

*1. Glenysen 10-27-28* (NOR) County on  
do hereby certify the **IRA L. C. REED**, AN UNMARRIED MAN, a Negro Politician and for the County and

personally known to me to be the true provider whom named before me this day in person, and acknowledged that HHS signed and delivered the said instrument as HHS

Given under my hand and affixed to this, 25th day of SEPTEMBER 1995  
"OFFICIAL SEAL"  
Mr. Commissioner

*John Stetson*  
Henry Potter

**ELLENBERG - Szwarc Family - Ferndale Highfield** After Assessment completed  
Phone 202-242-6393 Review in progress not yet available  
Email address: [ELLENBERG@FERNDALE.K12.MD.US](mailto:ELLENBERG@FERNDALE.K12.MD.US)

*Montague New York*