

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

Old Kent Mortgage Company  
Secondary Marketing Operations  
Final Documentation  
P. O. Box 204  
Grand Rapids, MI 49501-0204

00215879

DEPT-01 RECORDING \$31.56  
T40009 TRAN 1645 03/21/96 12:46:00  
43082 # ER #-96-215879  
COOK COUNTY RECORDER

LOAN NO. 0882037

Affiliate No.

[Space Above This Line For Recording Data]

96-0148 *PDK*

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 15, 1996. The mortgagor is KEVIN H. KAPPELMAN and CHRISTINE L. KAPPELMAN, HUSBAND AND WIFE ("Borrower"). *3/15/96*

This Security Instrument is given to THE MIDWEST FINANCIAL GROUP INC.,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 108 NORTH DOUGH STREET, BARRINGTON, IL 60010 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Four Thousand Seven Hundred Dollars and

Dollars (U.S. \$ 134,700.00). This debt is

no/100 evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2026. 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 446 IN HASBROOK SUBDIVISION UNIT NUMBER 5, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1960 AS DOCUMENT NUMBER 17772451, IN COOK COUNTY, ILLINOIS.

03-19-112-015

which has the address of

1505 N. PATTON  
[Street]

ARLINGTON HEIGHTS  
[City]

Illinois 60004 ("Property Address");  
[Zip Code]

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."

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FORM 3014 9/90

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower shall satisfy the lien or take one or more of the actions set forth below within 10 days of the giving of notice:  
a) whom which may attach priority over this Security Instrument; Lender may give Borrower a notice identifying the lien.  
Lender shall inform the Lender to this Security Instrument. If Lender determines that any part of this Property is subject to options to prevent the enforcement of this Note, or (c) secures from the holder of this lien an agreement satisfactory to  
good faith the Lender by, or demands against enforcement of this Note, legal proceedings which in the Lender's opinion  
agrees in writing to the payment of the obligation secured by this Note in a manner acceptable to Lender; (b) certifies in  
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

Lender receives evidence satisfying the party:

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to

pay them as time due by to the person owed payment. Borrower shall promptly furnish to Lender all notices of

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall

Property which may attach priority over this Security Instrument, and lessor paid by itself, if any.

4. Charges: Lender. Borrower shall pay all taxes, assessments, charges, fees and impositions alike to the

order paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable

sums secured by this Security Instrument.

of sale of the Property, shall apply any funds held by Lender at the time of acquisition of such a credit against the

Funds held by Lender. If, under paragraph 21, Lender shall require or sell the Property, Lender prior to the acquisition

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any

up the deficiency in no more than twelve months, at Lender's option.

and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make

by Lender at any time is not sufficient to pay the Escrow items when due, Lender or may as notify Borrower in writing.

Borrower for the excess Funds in accordance with the requirements of a applicable law, if the amount of the Funds held

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

Funds are pledged as additional security for all sums secured by this Security Instrument.

Funds, showing credits and debits to the Funds and the sum each debit to the Funds was made. The

the interest shall be paid on the Funds. Lender shall give to bond owner, without charge, an annual accounting of the

required to pay Borrower any interest or otherwise on the funds. Borrower and Lender may agree in writing, however,

provides otherwise. Unless an agreement is made or a particular law requires interest to be paid, Lender shall not be

undeposited trust held to pay reporting service used by Lender in connection with this loan, unless applicable law

permits Lender to collect such a charge. However, Lender may require Borrower to pay a one-time charge for an

escrow account, or certify the Escrow items. Lender may not charge Borrower interest on the Funds and applying the

pay to Escrow funds. Lender may not charge Borrower for holding and applying the Funds, usually applying the

including Lender, if Lender is such an entity) or in any Federal Home Loan Bank. Lender shall apply the Funds to

The Funds shall be held in an in whom whose depositors are insured by a federal agency, intermediately, or entity

applicable law.

basis of current data and reasonably estimates of expenditures of future Escrow items or otherwise in accordance with  
and hold Funds in an account; 2) to exceed the lesser amount, Lender may estimate the amount of Funds due on the  
and hold Funds in an account; 3) to exceed that applies to the Funds less a demand from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless as a creditor for a federal insured mortgage loan may require for Borrower a escrow account

exceed the maximum, these are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to  
paydowns. These, Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage interest  
Borrower is Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of interest

yearly interest payments of ground rents on the Property, if any; (e) yearly mortgage insurance premiums; (d)

lessenfully interest and escrow items which may attach priority over this Security Instrument as a lien on the Property; (b) yearly  
to Lender on the day monthly payments are due under this Note, until the Note is paid in full, a sum ("Funds") for: (a)

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

Notes. The principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under the

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as

listed varieties by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains covenants for national use and non-uniform covenants with

combinations of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

Borrower covenants by jointure to constitute a uniform security instrument covering real property.

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**5. Hazard 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 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 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing such notices at the address of Borrower specified for Borrower in this Security Instrument, shall be deemed to have been given to Borrower if and when given to the first clause next to Lender's address stated herein 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 if and when given by first class mail to Lender's address stated herein 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 if and when given by first class mail to Lender's address stated herein 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 if and when given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge, 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 limits, 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 the borrower which necessarily were paid over and above the permitted limits will be recovered by the lender in full. Under no circumstances shall the lender be liable for any loss or damage suffered by the borrower as a result of the reduction of the loan charge under this Note.

12. Successors and Assigns Bound; Joint and Several Liability; C.G. Liens. 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 signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to co-sign this Security instrument but does not execute the Note; (b) is co-signing this Security instrument only to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other person personally obligated to pay the sums secured by this Security instrument will regard to this instrument as though it were to extend, modify, shorten or make any accommodations with regard to this instrument.

11. Borrower NOT Released; Preferredance by Lender; Waiver; Exclusion of Use for anything other than the purpose of investment or to any successor in interest of Borrower shall not release the liability of the original Borrower or Borrower's successors in interest to Lender to pay sums so secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not release the liability of the original Borrower or Borrower's successors in interest to Lender to pay sums so secured by this Security Instrument granted by Lender to any successor in interest of Borrower if Borrower fails to pay the same to Lender when due.

any conveyance 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.

9. Inspection. Leader or his agent may make reasonable entries upon and inspectors of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specifying reasonsable cause for the inspection.

Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when this insurance coverage is applied or created to be in effect. Lender will accept, see and retain those premiums as a loss reserved in lieu of mortgage insurance. Lenders reserve payment may no longer be required, at the option of Lender, if mortgagor becomes liable for the amount paid for the period that Lender requires, provided by Lender approves, if mortgagor becomes liable for the amount paid for the period that Lender requires, provided by Lender approves, until the requirement for mortgage insurance ends unless otherwise provided 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.

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LOAN NO. 0882037

**15. Governing Law; Severability.** 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 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 (or if 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 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

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

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FORM 3014(9-90)

KATHLEEN A. KAPPELMAN  
OFFICIAL SEAL

This instrument was prepared by: Mark L. Clegg, S. P. F. Sec'y Clerk

Notary Public

1/18/98

My Commission Expires:

Given under my hand and official seal, this 15th day of January, 1998.  
I, Mark L. Clegg, S. P. F. Sec'y Clerk, for the uses and purposes herein set forth,  
before me this day in person, and acknowledged that Mark L. Clegg, S. P. F. Sec'y Clerk,  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared  
and acknowledged to me to be KEVIN H. KAPPELMAN and CHRISTINE L. KAPPELMAN, his wife.

I, the undersigned, KEVIN H. KAPPELMAN and CHRISTINE L. KAPPELMAN, his wife,  
do hereby certify that a Notary Public is and for said County and  
State do hereby certify that KEVIN H. KAPPELMAN and CHRISTINE L. KAPPELMAN, his wife,

STATE OF ILLINOIS.

Social Security Number \_\_\_\_\_

(Space Below This Line For Acknowledgment)

Social Security Number \_\_\_\_\_

County ss: \_\_\_\_\_

Borrower  
(Seal)

Borrower  
(Seal)

Social Security Number 333-66-2056

Social Security Number \_\_\_\_\_

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LOAN NO. 0682037