

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$37.50  
147777 TRAN 9952 04/04/97 10:01:00  
14312 & DR \*-97-235659  
COOK COUNTY RECORDER

This instrument was prepared by: & MAIL TO:  
When Recorded Mail to  
PLATINUM HOME MORTGAGE CORP.  
2200 HICKS ROAD, SUITE 101  
ROLLING MEADOWS, IL 60008

(Space Above This Line For Recording Data)

LOAN NO. 13-3505

## MORTGAGE

FHA Case No.  
131:8604923-729

THIS MORTGAGE ("Security Instrument") is given on MARCH 21, 1997 . The mortgagor  
is FAUSTINO DICTADO AND MARIE GINA DICTADO, HUSBAND AND WIFE

whose address is 2175 S. TONNE DRIVE  
ARLINGTON HEIGHTS, IL 60005 ("Borrower").

This Security Instrument is given to PLATINUM HOME MORTGAGE CORPORATION  
AN ILLINOIS CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS . and whose  
address is 2200 HICKS ROAD, SUITE 101  
ROLLING MEADOWS, IL 60008 ("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED THIRTY-NINE AND 00/100  
Dollars (U.S. \$ 151,739.00 ). 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 APRIL 1, 2027 . 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 the Lender, the following described property located in  
COOK County, Illinois:

LOT 28 IN MEADOWS SOUTH PHASE ONE SUBDIVISION, BEING A SUBDIVISION OF  
PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE  
9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED JUNE 23, 1988 AS DOCUMENT 88277033, IN COOK COUNTY, ILLINOIS.

PIN: 06-25-119-010

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U-925446-C5 2003  
LAND TITLE GROUP, INC.

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500 SOUTHWOOD CIRCLE

STREAMWOOD

(City)

(Property Address)

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

**Covenants:** The Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for the Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims, suits and actions, direct or indirect, of record.

**Security Instrument:** This Security Instrument contains uniform covenants for national use and non-uniform provisions for various jurisdictions to constitute a uniform security instrument covering real property.

**Section 1. COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest, and late charges provided by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment of principal and interest as set forth in the Note and any late charges, a sum for: (a) property taxes, special assessments, levies, and other taxes to be levied against the Property, (b) leasehold payments or ground rents, and (c) premiums for insurance required under paragraph 4. In any year in which the mortgage insurance premium to the Secretary of Housing and Urban Development is required, the monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to the Secretary of Housing and Urban Development, or (ii) a monthly charge instead of a mortgage insurance premium. In any year in which the monthly charge is required by the Secretary, in a reasonable amount to be determined by the Secretary, the monthly charge by the Secretary, these items are called "Escrow Items" and the monthly charge is called "Escrow Items".

Borrower shall maintain a separate escrow account for Escrow Items in an aggregate amount not to exceed the amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act, 12 U.S.C. § 1701 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time, except that the cushion or reserve permitted by RESPA for escrow accounts in order to pay the Escrow Items before the Borrower's payments are available in the account may be used to pay the Escrow Items due to the mortgage insurance premium.

If the amount of Escrow Items held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall promptly notify Borrower of the excess funds as required by RESPA. If the amounts of funds held by Lender are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and the Borrower shall promptly make up the shortage as permitted by RESPA.

The amounts of funds held by Lender are pledged as collateral security for all sums secured by this Security Instrument. If Lender under the Real Estate Settlement Procedures Act, 12 U.S.C. § 1701 et seq. and implementing regulations, 24 CFR Part 3500, shall installments (a), (b), and (c) and any mortgage insurance premium installment become due, Lender shall promptly pay to the Secretary, and Lender shall promptly refund any excess amount to the Borrower. In the event of a foreclosure sale of the Property or its acquisition by Lender, the proceeds of the sale shall be applied to the escrow account for any balance remaining for all installments for items (a), (b), and (c).

**Application of Payments.** The payments under paragraphs 1 and 2 shall be applied by Lender as follows:

(a) to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge of the monthly mortgage insurance premium;

(b) to taxes, special assessments, leasehold payments or ground rents, and fire, flood and other insurance premiums;

(c) to the principal of the Note; and

(d) to the late charge under the Note.

THIS SECURITY INSTRUMENT

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1. Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether existing or subsequently erected, against any hazards, casualties, and contingencies, including fire, theft, and other risks, in the amounts and under the terms of the policy or policies which Lender requires. This insurance shall be maintained in the amounts and under the terms of the policy or policies which Lender requires. Borrower shall also insure all improvements on the Property, whether existing or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be in the names of the Borrower and Lender, payable clauses in favor of, and in a form acceptable to Lender. Borrower shall give Lender immediate notice by mail. Lender may make proof of loss directly with the insurance company concerned is hereby authorized and directed to make proof of loss directly with Lender, instead of to Borrower and to Lender jointly. All or any part of the proceeds may be applied by Lender, at its option, either (a) to the reduction of the principal of the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 2, or (b) to the restoration or repair of the damaged portion of the property. The proceeds to the principal shall not extend or postpone the due date of the payments required by paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the party legally entitled thereto.

2. Preservation, Maintenance and Protection of the Property; Borrower's Loan Obligations. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least 60 days in each year of this Security Instrument (or within sixty days of a later sale of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least 60 days in each year, unless Lender determines this requirement will cause undue hardship. In any event, if any circumstances exist which are beyond Borrower's control, Lender may, in its discretion, waive this requirement. Borrower shall not commit waste or destroy, damage, or allow the Property to deteriorate, reasonable wear and tear excepted. If the Property is vacant or abandoned or the loan is in default, Borrower shall maintain and preserve such vacant or abandoned Property. Borrower shall, in the application process, give materially false or inaccurate information (including, but not limited to, representations concerning Borrower's residence). If Borrower acquires fee title to the Property, the leasehold and interest in the Property shall be merged in writing.

3. Application of Payments. All payments made by Borrower shall be applied by Lender to the Note and this Security Instrument. Lender shall apply such payments, in the order provided in paragraph 3, and then to prepayment of principal. Any payments made by Borrower shall not extend or postpone the due date of the monthly payments, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the party legally entitled thereto.

4. Enforcement of Lender's Rights in the Property. Borrower shall pay all taxes, assessments, and impositions, that are not included in paragraph 2. Borrower shall also pay all other obligations to the entity which is owed the payment. If failure to pay would result in the loss of the Property, upon Lender's request Borrower shall promptly furnish to Lender the amount of the payments required by paragraph 2, or fails to perform any other obligations in this Security Instrument, or there is a legal proceeding that may affect the title to the Property (such as a proceeding in bankruptcy, for condemnation or eminent domain), Lender may do and pay whatever is necessary to protect the value of the Property, including payment of taxes, hazard insurance and other items.

FHA Security Instrument

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... Lender under this paragraph shall become an additional debt of Borrower and these amounts shall bear interest from the date of disbursement at the rate of interest then in effect. Lender shall be immediately due and payable.

... any lien which has priority over this Security Instrument unless the holder of such lien (a) waives the obligation secured by the lien in a manner acceptable to Lender; (b) releases the Property, or defends against enforcement of the lien in, legal proceedings; (c) initiates proceedings to prevent the enforcement of the lien; or (c) secures from the holder of such lien a written agreement of Lender subordinating the lien to this Security Instrument. If Lender is notified of the Priority is subject to a lien which may attain priority over this Security Instrument, Lender shall give Borrower notice identifying the lien. Borrower shall satisfy the lien or take other action within 10 days of the giving of notice.

... charges authorized by the Secretary.

... acceleration of debt.

... as limited by regulations issued by the Secretary in the case of ... payment in full of all sums secured by this Security Instrument if: ... pay in full any monthly payment required by this Security Instrument on the date of the next monthly payment, or ... for a period of thirty days, to perform any other obligations secured by this Security Instrument.

... Credit Approval. Lender shall, if permitted by applicable law (including section 1701j-3(d) of the Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument.

... a beneficial interest in a trust owning all or part of the Property, or transferred (other than by devise or descent), and ... as his or her principal residence, or ... occupy the Property, but his or her credit has not been approved by the Secretary.

... that would permit Lender to require immediate payment in full of all sums secured by this Security Instrument, Lender does not waive its rights with respect to such payments.

... In many circumstances regulations issued by the Secretary will require immediate payment in full and acceleration of debt if not insured by the Secretary.

... Not Insured. Borrower agrees that if this Security Instrument and the Note are not insured under the National Housing Act within 60 DAYS after the date of this option require immediate payment in full of all sums secured by this Security Instrument. A statement of any authorized agent of the Secretary dated SIXTY DAYS from the date hereof, declining to insure this Security Instrument shall be deemed conclusive proof of such ineligibility. Notwithstanding the unavailability of insurance by Lender when the unavailability of insurance is solely due to the unavailability of mortgage insurance premium to the Secretary.

... Lender's right to be reinstated if Lender has required immediate payment in full of all sums secured by this Security Instrument. This right shall be reinstated if the Secretary institutes. To reinstate the Security Instrument, Borrower shall pay to the Secretary, including Borrower's account current including, to the extent they have not been paid, the Security Instrument, foreclosure costs and reasonable and customary expenses associated with the foreclosure proceeding. Upon reinstatement by the Secretary, the obligations that it secures shall remain in effect as if Lender had not required immediate payment. However, Lender is not required to permit reinstatement if:

... acceleration of debt.

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... after the commencement of foreclosure proceedings within two years  
... of a current foreclosure proceeding, (ii) reinstatement will preclude  
... or (iii) reinstatement will adversely affect the priority of the lien

**Release of Lender by Lender Not a Waiver.** Extension of the time of payment  
... secured by this Security Instrument granted by Lender to any  
... operate to release the liability of the original Borrower or  
... shall not be required to commence proceedings against any successor  
... or otherwise modify amortization of the sums secured by this  
... made by the original Borrower or Borrower's successors in  
... shall not be a waiver of or preclude the

**Joint Assigns Promise: Joint and Several Liability; Co-signers.** The covenants and  
... shall bind and benefit the successors and assigns of Lender and  
... through 9(b). Borrower's covenants and agreements shall be joint  
... this Security Instrument but does not execute the Note: (a) is  
... mortgage, grant and convey that Borrower's interest in the  
... instrument; (b) is not personally obligated to pay the sums secured  
... Lender and any other Borrower may agree to extend, modify,  
... to the terms of this Security Instrument or the Note without

... shall be given by delivering  
... applicable law requires use of another method. The notice shall  
... address Borrower designates by notice to Lender. Any notice  
... Lender's address stated herein or any address Lender designates  
... shall be deemed to have been  
... in this paragraph.

... shall be governed by Federal law and the  
... is located. In the event that any provision or clause of this  
... applicable law, such conflict shall not affect other provisions of  
... be given effect without the conflicting provision. To this end  
... are declared to be severable.

... given one conformed copy of the Note and of this Security

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or  
... in the Property. Borrower shall not use, nor allow anyone else to  
... in violation of any Environmental Law. The preceding two  
... or storage on the Property of small quantities of Hazardous  
... appropriate to normal residential uses and the maintenance of the

... notice of any investigation, claim, demand, lawsuit or other  
... involving the Property and any Hazardous  
... Borrower has actual knowledge. If Borrower learns, or is notified  
... that any removal or other remediation of any Hazardous  
... Borrower shall promptly take all necessary remedial actions in

**Environmental Law.** "Environmental Law" means any law, regulation, ordinance, or code, including any  
... "Hazardous Substances" are those substances defined as toxic or hazardous  
... following substances: gasoline, kerosene, other flammable or toxic  
... solvents, materials containing asbestos or  
... As used in this paragraph 16, "Environmental Law" means federal  
... that relate to health, safety or environmental

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BORROWER and Lender further covenant and agree as follows:

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...each...  
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...conditionally assigns and transfers to Lender all the rents and revenues and Lender or Lender's agents to collect the rents and revenues and to pay the rents to Lender or Lender's agents. However, prior to the date of any covenant or agreement in the Security Instrument, the rents and revenues of the Property as trustee for the benefit of Lender shall constitute an absolute assignment and not an assignment for

... (a) all rents received by Borrower shall be held by Borrower and applied to the sums secured by the Security Instrument; (b) Lender shall collect the rents of the Property; and (c) each tenant of the Property shall pay the rents to Lender's agent on Lender's written demand to the tenant.

...assignment of the rents and has not and will not perform any act that would interfere with the collection of the rents under this paragraph 17.

...take control of or maintain the Property before or after giving possession to Lender or a judicially appointed receiver may do so at any time there is a default in the debt secured by this Security Instrument and shall not cure or waive any default or invalidate any other right or remedy of Lender or the Property shall terminate when the debt secured by the Security Instrument is paid in full.

...requires immediate payment in full under paragraph 9, Lender shall be entitled to commence a foreclosure proceeding. Lender shall be entitled to collect all expenses incurred by Lender in connection with this paragraph 18, including, but not limited to, reasonable attorney's fees and costs.

...Instrument is held by the Secretary and the Secretary requires the sale of the Property, the Secretary may invoke the nonjudicial power of sale provided in the Act of 1954 ("Act") (12 U.S.C. 3751 et seq.) by requesting a court order under the Act to commence foreclosure and to sell the Property as provided in the Act. The Secretary shall receive the Secretary of any rights otherwise provided by applicable law.

...secured by this Security Instrument, Lender shall release this Security Instrument.

...gives all right of homestead exemption in the Property.

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of this Security Instrument. If one or more riders are executed by Borrower and recorded with this Security Instrument, the covenants of each such rider shall be incorporated into and shall supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument [check appropriate box(es)].

Number of \_\_\_\_\_  Common Equity Rider  
and Payment of \_\_\_\_\_  Common Unit Development Rider  
Specify: \_\_\_\_\_

\_\_\_\_\_ and agrees to the terms contained in this Security Instrument and executed hereon in accordance with it.

*Property of Cook County Clerks Office*

*[Signature]* \_\_\_\_\_ (Seal)  
 FAUSTINO DICTADO - Borrower

*[Signature]* \_\_\_\_\_ (Seal)  
 MARIE GINA DICTADO - Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

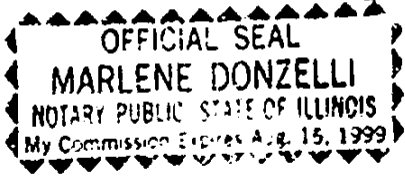
\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower

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ILLINOIS COOK County ss:  
 THE UNDERSIGNED \_\_\_\_\_, a Notary Public in and for said county and state,  
 FAUSTINO DICTADO AND MARIE GINA DICTADO, HUSBAND AND WIFE

own \_\_\_\_\_ persons) whose name(s) ARE \_\_\_\_\_ subscribed to the foregoing  
 \_\_\_\_\_ person, and acknowledged that THEY signed and delivered  
 \_\_\_\_\_ voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_ 1ST day of MARCH, 1997  
 \_\_\_\_\_  
 \_\_\_\_\_ - Notary Public



For \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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ADJUSTABLE RATE RIDER

Loan No. 13-3505

THIS ADJUSTABLE RATE RIDER is made this 21ST day of MARCH, 19 97, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to PLATINUM HOME MORTGAGE CORPORATION, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

500 SOUTHWOOD CIRCLE  
STREAMWOOD IL 60107

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of JULY 1, 1998, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND THREE QUARTERS percentage point(s) ( 2.750 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of this Note.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

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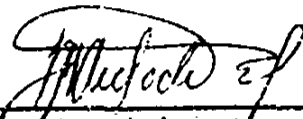
## (F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

## (G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
RAUSTINO DICTADO (Seal)  
-Borrower

  
\_\_\_\_\_  
MARIE GINA DICTADO (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Space Below This Line Reserved for Acknowledgment)

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