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04061380

RECORD AND RETURN TO:
CARL I. BROWN AND COMPANY
612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112

04061380

DEPT-01 RECORDING \$37.50
T#0001 TRAN 6554 12/21/94 15:18:00
#7492 # CG *-04-061380
COOK COUNTY RECORDER

Call 417-583-1111



(Space Above This Line For Recording Data)

State of Illinois
94-23702

MORTGAGE

FHA Case No
131:7782711-702-203B

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 12, 1994. The Mortgage is
ANDREW MC CANN, MARRIED TO ROSETTA MC CANN

4532 NORTH LOWELL, CHICAGO, ILLINOIS 60630

(*Borrower*). This Security Instrument is given to

CARL I. BROWN AND COMPANY

which is organized and existing under the laws of THE STATE OF KANSAS, and whose
address is 612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112 (*Lender*). Borrower owes Lender the principal sum of
SIXTY FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 64,250.00)

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 JANUARY 1, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 44 IN BLOCK 33 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO, BEING A
SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 8,
TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

26-08-327-005

which has the address of 10511 SOUTH AVENUE "N" CHICAGO
Illinois 60617 zip Code (Property Address); Street City

4R(ILL) (8405)

FHA Illinois Mortgage - 4/92

MORTGAGE FORMS (1800) (21-728)

Page 1 of 1

Rev. 08/08/94

DPS 1609

Amel

3700

131:7782711-702
D/S 1610
initials

131:7782711-702

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

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

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender may become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).
one-half percent of the outstanding principal balance due on the Note.
or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage (1) a monthly charge instead of a mortgage insurance premium if the Security Instrument is held by the Secretary, or shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or in any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment designed. As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her

deficiency on or before the date the item becomes due.
or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for such item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for such item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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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4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. **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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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 [Handwritten marks and stamps]

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MRS 1612
JAMES
191031

exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure, bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure of proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of

of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary. such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security

instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary. rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

requirement of the Secretary. purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the oil or gas transferred (other than by devise or descent) by the Borrower, and (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Security Instrument. (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults require immediate payment in full of all sums secured by this Security Instrument if:

9. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

referred to in 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 entity legally entitled thereto.

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12. Successors and Assigns Bound: Joint and Several Liability: Co-Signers. 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 9.b. 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-signing this Security Instrument only to mortgage, grant and convey that Borrower'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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 mail to Lender's address stated herein or any address Lender 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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This instrument was prepared by: **KIRSTEN L. SMITH**
Notary Public, State of Illinois
Page 6 of 8
M. Commission Expires: 11/23/19

My Commission Expires:

Notary Public

Given under my hand and official seal, this 12 day of December, 1994, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s) + he/ she free and voluntary act, for the uses and purposes therein set forth.

ANDREW MC CANN, ~~married to~~ KOSSETTA MCCANN
that the undersigned
STATE OF ILLINOIS,
Cook
William Kern for
County ss: ~~married to Andrew McCann~~
a Notary Public in and for said county and state do hereby certify

-Borrower (Seal)

HOMESTEAD RIGHTS
PURPOSE OF WAIVING ANY AND ALL
KOSSETTA MCCANN SIGNING FOR THE SOLA
-Borrower (Seal)

ANDREW MC CANN
-Borrower (Seal)

Witnesses:
executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s)

- Planned Unit Development Rider
- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Adjustable Rate Rider
- Other (Specify)

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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FHA Case No.

131:7782711-702

REHABILITATION LOAN RIDER

THIS REHABILITATION LOAN RIDER is made this 12TH day of DECEMBER, 1994, 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 to

CARL I. BROWN AND COMPANY

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

10511 SOUTH AVENUE "N", CHICAGO, ILLINOIS 60617
(Property Address)

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

- A. Loan proceeds are to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated DECEMBER 12, 1994, between Borrower and Lender. This agreement is incorporated by reference and made a part of this Security Instrument. No advances shall be made unless approved by a Direct Endorsement Underwriter or the Assistant Secretary of Housing - Federal Housing Commission, Department of Housing and Urban Development.
- B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the Lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by the Security Instrument and be due and payable on demand with interest as set out in the Note.
- C. If Borrower fails to make any payment or to perform any obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of Lender, be in default.

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


_____ (Seal)
ANDREW MC CANN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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Property of Cook County Clerk's Office

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NON-OWNER OCCUPANCY RIDER

THIS NON-OCCUPANCY RIDER is made this 12TH day of DECEMBER, 1994, 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 to CARL I. BROWN AND COMPANY

("Lender")

of the same date, and covering the property described in the Security Instrument and located at:

10511 SOUTH AVENUE "N", CHICAGO, ILLINOIS 60617

In modification of and notwithstanding the provisions of paragraph 5 of the Security Instrument, Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument, and

- A. This loan is a streamline refinance of a loan which was previously insured; or
- B. This loan is to be insured under Section 203(k); or
- C. This loan applies to property sold under HUD Single Family Property Disposition Program and meets the requirements thereof; or
- D. The Borrower is an Indian Tribe as provided in Section 248 or a member of the Armed Services who is unable to occupy the property because of his or her duty assignment as provided in Section 216 or Subsection (b) (4) or (f) of Section 222; or
- E. This loan applies to property sold to state or local government agencies or instrumentalities and non-profit organizations (qualified under Internal Revenue Code Section 501 (c)(3)) that intend to sell or lease the mortgaged property to low or moderate income persons.

By my signature below, the undersigned agrees to the representations contained in this Non-Owner Occupancy Rider.


ANDREW MC CANN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Property of Cook County Clerk's Office

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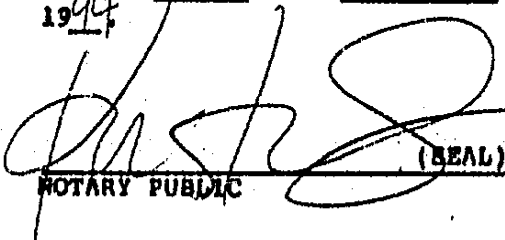
AFFIDAVIT

TO: GREATER ILLINOIS TITLE COMPANY
RE: YOUR FILE (AND TITLE COMMITMENT) NO. 4134751

WITH REGARD TO THE EXERCISE OF THE POWER OF ATTORNEY TO EXECUTE THE MORTGAGE CONVEYING THE LAND DESCRIBED IN THE SUBJECT TITLE COMMITMENT, THE UNDERSIGNED DOES STATE AND AVER THAT THE POWER OF ATTORNEY WAS IN FULL FORCE AND EFFECT AT THE TIME OF EXECUTION THEREOF.



SUBSCRIBED AND SWORN TO BEFORE
ME THIS 12 DAY OF Dec
1994


(SEAL)
NOTARY PUBLIC

"OFFICIAL SEAL"
KIRSTEN L. SMITH
Notary Public, State of Illinois
My Commission Expires 2/23/97

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Property of Cook County Clerk's Office

08/22/2010

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