86581439

[Space Above This Line For Recording Data]

MORTGAGE

210190 095832570

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 3
86 The mor's gor is TEODORA MIKIEWICZ, DIV. NOT REMARR.

("Borrower"). This S.cu ity Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS 4730 WEST 79TH STREET

, and whose address is

CHICAGO, ILLINOIS

("Lender").

Borrower owes Lender the principe our of THIRTY EIGHT THOUSAND AND NO/100

Dollars (U.S. \$

38,000.00 ). 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 UANUARY 1 2002 This Security Instrument secures to Lender: (a) the repayment of the deb e idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, win interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrov r'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

County, Illinois: COOK. located in LOT 64 IN H. L. STEWART'S SUBDIVISION OF BLOCK 12 IN H. L. STEWART'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL ATRIDIAN, IN COOK COUNTY, ILLINOIS.

> DEPT-01 RECORDING T#3233 TRAN 7756 12/05/86 10:05:00 #1497 井 科 \*-86-581439 COOK COUNTY RECORDER



19-01-328-016-0000

which has the address of

4637 SOUTH WHIPPLE

[Street]

Illinois

60632

("Property Address");

CHICAGO [City]

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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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		LLED STAINGS OF AMERICA
		ORD AND RETURN TO:
aliand /	uspon	SEYMAOD: IT 60103 SEYMAOD: IT 60103 SEYMAOD: IT 60103
	L861	Commission expires: NARCH 38
4 8 61, A3en=	1. this 3- day of PE c.	Given under my hand and official seal
		'Unio
for the uses and purposes therei	HEP. Ince and voluntary act	es Insmutteri bise sitt betevileb bre be
	peared before me this day in person, ar	scribed to the foregoing instrument, ap
e grif de la destruction de la companya de la comp	nally known to me to be the same persor	
	TEMICZ, DIV. NOT REMARR.	
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JB-S)		
(1852) 18M01108		
ICZ/DIV. NOT REMKRK	TEODOKA MIKIEM	
(A1) GEON OL (Seal)	malles 1	
		Tument and in any rider(s) executed by
表 "你们的我说,这个话到这个话,你是你是我妈妈的你的。""	epts and agrees to the terms and cove	BY SIGNING BELOW; Borro w. rec
		Other(s) [specify]
	Planned Unit Development Rider	Dindunted Leymen, Rider
TAX 4 Family Rider	☐ Condominium Rider	
		rument; [Check: prileable box(es)]

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

before streets specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. The carder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter, upon, take possession of and manage the Property and to collect the rents of the Property and collection of rents, including, but not limited to receiver any letter of the rents of costs of manage attorneys fees, and then to the sums accured by this Security Instrument of the receiver stands collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's solution and any payment of all sums secured by this Security Instrument. Lender shall release this Security Instrument. Lender shall release this Security Instrument, Carlotter shall be sum, payment of all sums secured by this Security Instrument.

existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred on or before the date appended in the notice, Lender at its option may require immediate payment in full of all sums secured by secured by this Security histrament, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonand (b) that fallure to cure the default on or belore the date specified her notice may result in acceleration of the

MON.UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreementia this Security Instrument (but not prior to acceleration under paragraphs 13 and 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; default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the action required to cure default; (c) and see that the sum of t

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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Fonds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necess and to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by I ander. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit, gainst the sums secured by this Security Instrument.

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

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

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation's cured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priorily over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender coverage" and any other hazards 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 moject to Lender's approval which shall not be unreasonably withheld.

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 scrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower's nall 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 shalt be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's courity 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-usy period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shain 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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

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.

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Cocurred However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17 Borrower, this security intriment, and the obligations ecured hereby shall remain effective as it no acceleration had this Security Instrument. If Borrower and the capitation of this period. Lender may invoke any remedies, permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower: Hight to Reinstate.

19. Borrower: Hight to Reinstate.

19. Borrower: Hight to Reinstate.

19. Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as 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 tenstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (a) 5 days (or such other period as applicable law may specify for tenstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or one including but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may cocurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred incorporate this security instrument; including but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may obligation in the default of assure that in or of this Security Instrument shall remain fully effective as if no acceleration had borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had borrower. It is security instrument, and the obligations secured hereby shall remain fully effective as if no acceleration had

this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

person) without Lender's prior written consent. Lender may, at its option, require immediate payment in thill of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by lederal law as of the date of this security instrument. If 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 of not less than 30 days (from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the secured by 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument. If Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in Borrower is sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural interest in the sold of the sold or transferred and Borrower is not a natural interest in the sold of the sold of the sold or transferred and Borrower is not a natural interest in the sold of the

Mote are declared to be severable. LS. Coverning Law; Severability. This Security Instrument shall be governed by fedtral, aw and the law of the jurisdiction in which the Property is located. In the event that any provisions of this Security Later ment or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Later ment or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Later ment or the which can be given effect without the conflicting provision. To this end the provisions of this Security anatument and the

... rhis paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Let. et when given as provided Property Address of any other address Borrower designates by notice to Lender. Any notice to Borrower. Any notice lass mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice mailing it by first class mail unless applicable haw requires use of another methou. The notice shall be directed to the

Notices Any notice to Borrower provided for in this Security Institute he given by delivering it or by Cl. dqargaraq.

may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall ta 'e t' e steps specified in the second paragraph of rendering any provision of the Mote or this Security Instrument unenfor es de according to its terms. Lender, at its option, In enactment, and subjecting to not still and the effect of Legislation Affecting Lender's Rights,

partial prepayment without any prepayment charge under the Note connection with the loan exceed the permitted limits, the... (2) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (3) at y sums already collected from Borrower which exceeded permitted limit; and (3) at y sums already collected from Borrower which exceeded permitted limit; will be refunded to Borrower. It a refirst reduces principal, the reducion will be treated as a under the Mose or by making a direct payment to Borrower. It a refirst reduces principal, the reducion will be treated as a ni batoalloa ad ot no batoalloa sagrada naol tadto to taste n. alt tadt os batarqranii vilanii si wal tadt baa sagrada

12. Loan Charges, If the loan secured by this Scurity Instrument is subject to a law which sets maximum loan

that Borrower's consent. inal Borrower's interest in the Property under the 'erms of this Security Instrument; (b) is not personally obligated to pay modify, forbeat or make any accommodations with security instrument; and so assent that Lender and any other Borrower may agree to extend, modify, forbeat or make any accommodations with our modify, forbeat or make any accommodations with our modify, forbeat or make any accommodations with our modify forbeat or make any accommodations with our modify, forbeat or make any accommodations with our modify for the commodations with our model of the commodations with the commodation of the commodatio "Shall not be a waiver of portower of port

by the original Borrower or Borrow er's successors in interest. Any forbearance by Lender in exercising any right or remedy Devinent of otherwise modify an ortization of the sums secured by this Security Instrument by reason of any demand made postpone the due "4" of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's hall in properate to release the liability of the original Borrower or Borrower's successors in interest. Using the configuration of the case of refuse to extend time for the original sourcessor in interest or refuse to extend time for the manner of the original successor of refuse to extend time for the manner of the original successor of refuse to extend time for the manner of the original successor of refuse to the manner of the original successor of the original successor of refuse to the payment or successor of the original successor or any or successor or succes

forthe sums set in adby this Security Instrument, whether or not then due.
Unless: Lend rand Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is restoration or repair of the Property or If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

uniess Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be teduced by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be before the taking Any balance shall be Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

essigned and shall be paid to Lender. shall give Borrower notice arthe time of or prior to an inspection specifying reasonable cause for the inspection with \$9.\ Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or cities is like of sony part of the Property, or for conveyance in lieu of condemnation, are hereby

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirent for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law — insurance terminates in accordance with Borrower's and Lender's written agreement or applicable in a gent If I ender, required mortgage insurance as a condition of making the loan secured by this Scouring-Instrument.

## UNOFFICIAL GOP4Y3 9

**Assignment of Rents** 

THIS 1-4 FAMILY RIDER is made this 3RD day of DECEMBER , 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to UNITED SAVINGS OF AMERICA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4637 SOUTH WHIPPLE, CHICAGO, ILLINOIS 60632 [Property Address]

19-01-328-016-0000

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBOPO'NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS I FURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S L'IGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LE ASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made ir connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" that mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrov er inconditionally 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'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 benefic 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: (i) all rints 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; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) 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 Lenant.

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 F.

Lender shall not be required to enter upon, take control of or main in the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may a 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 Society Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note c. agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal)	Teodora Milacera
Borrower	TEODORA MIKIEWICZ/DIV. NOT REMARK.
(Seal) -Borrower	
(Seal)	
Borrower (Seal)	
-Borrower	(2/8/2)

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA 1300 EAST IRVING PARK ROAD STREAMWOOD, ILLINOIS 60103

ATTN: BARBARA M. LANE



**WID-57** 

## UNOFFICIAL COPY

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