Corporate Office
One South Dearborn Street
Chicago, Illinois 80803
Telephone († 312 977 5000)

ACCOUNT NUMBER 00000741060

86246939

THIS MORTGAGE ("Security Instrument") is given on JUNE 12TH, 1986. The mongagor is (DIANE M ARENDS DIVORCED AND NOT RE-MARRIED

("Borrower"). This Security Platrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the lows of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes cender the principal sum of THIRTY-EIGHT THOUSAND FOUR HUNDRED AND 60/100 Dollars (U.S. \$ 38,400.00). 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 of U.J. \$ 01.2016

This Security Instrument secures to Lender: (a) the ressyment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all 6 he sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of B ric wr's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, and and convey to Lender the following described property located in the County of COOK.

UNIT NO. 1205-E, IN ELIOT HOUSE CONDOMIN.UM. AS DELINEATED ON A SURVEY OF LOT 15 (EXCEPT THE NORTH 48.50 FEET OF THE WEST 180 FEET THEREOF) AND ALSO EXCEPT THAT PART OF THE SOUTH 92.27 FEET OF THE WEST 137.305 FEET OF SAID LOT LYING ABOVE ELEVATION +18.50 FEET, CITY DATUM, IN CHICAGO (AND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO, AND CERTAIN RESUBDIVISION, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIAD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXLIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25267212 AND ACCISTERED AS DOCUMENT NUMBER LR3134592, TOGETHER ITS UNDIVIDED PERCENTAGE INTERECT IN THE COMMON ELEMENTS.

1.D. #17 04 222 062 1118 M.C

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSICNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCROBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONE'S MECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

which has the address of

1255 N SANDUURG TERRACE #1205

[Street]

CHICAGO

{City}

Illinois

_6<u>0,61,0</u>

("Property Address");

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 fawfully 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 coverants for national use and non-uniform covenants with finited variations by muscliction to constitute a uniform security instrument covering real property

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CITICORP SAVINGS FORM 36338 3/15 PAGE 1

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USHORM COVESANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Fate Charges. Borrower that promptly pay when due the principal of and interest on the debt evidenced by the Store and an operand and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicate having to a written where by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is pine in full, a sum ("Lunds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over the Scienty Instrument; (b) yearly leisehold payments of pround tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly morteage insurance premiums, if any. These items are called "o crow items." Lender may estimate the Funds due on the basis of current data and to asonable estimates of future eserow 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 Fer account of Lender is such an institution). Lender shall apply the Funds to pay the escrow items, I ender may not charge for holding and anylying the Funds, analyzing the account or verifying the escrow items, unless I ender pays Borrower interest on the Lunds and anylog as able taw permits I ender to make an least charge. But ower and I ender may agree in writing that in terest shall be paid on the Funds. Unless an agreement is made or applicable hav require interest to be paid, I ender shall not be required to pay Borrower any interest on 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 as I ender, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the about 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 Funds held by Lender is not sufficient to pay the escrow rems when due, Borrower shall pay to I ender any amount necessary to make up the deficiency in one or more payments as require Usy Lender.

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

3. Application of Payments. Unless applicable law (roy) les ouherwise, all payments received by I ender 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 Li t, to principal due.

4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold proments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that may ner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to I ender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly. Borrower shall promptly turnish to 1 interference evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to I cader; (b) contests in good faith the hen by, or defends against enforcement of the lien in, legal proceedings which to the I ender 's particular operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the hen an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If I ender determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, I ender 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 40 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 "extended coverage" and any other hazards for which I ender requires insurance. This insurance shall be maintained in the amounts and for the periods that I ender require. For ansurance carrier providing the insurance shall be chosen by Borrower subject to I ender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage fourse. 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 at o'l ender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in witting, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and I ender'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 I ender that the insurance carrier has offered to settle a claim, then I ender 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 of 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 I ender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to I ender 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. It 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 I ender 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 projecting that may significantly affect I ender's rights in the Property (such as a proceeding in bankruptcy, probate, to condemnation or to entorce laws or 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 flen which has priority over this Security Instrument, appearing in court, paying teasonable arrotrees? Texa and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender the court.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- Inspection. Useder or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 her of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sams secured by this Security Instrument, whether or not they doe, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise core in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the P operty immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dominges, Borrower tails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether is not then due.

Unless Lender and Horrow recherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payme as referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; For its rance By Lender Not a Walver. A stension of the time for payment or modification of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by (e.g.) of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising an trich or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Seve at Liability; Co-signers. The covenants and agreements of this Security Instrument shall bend 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 severa. At a Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mattgage, 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, torbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the decrease consent.
- 12. Luan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 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 studied by 30, amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded yerm field limits will be refunded to Borrower 1 ender may choose to make this refund by reducing the principal owed under the Note of 3y making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment with 40 any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. It enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unentorscable accordance to us terms, Lender, Acts option, may require immediate payment in full of all sums secured by this Security Instrument and may myoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of pargraph 15.
- 14. 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 other 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.
- 15. Governing Law; Severability. This Security Instrument shall be governed by rederal 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 which can be given effect without the conflicting provision. Fo this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Cupy. Borrower shall be given one conformed copy of the 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 a is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) withour Lender's prior written consent, I ender 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 Fender it exercise is prohibited by tederal law as of the date of this Security Instrument.
- It 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 sams secured by this Security Instrument. If Borrower tails to pay these sums prior to the expiration of this period, Lender may myoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Hotrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of; (at 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 magnetic enforcing this Security Instrument. Those conditions are that Borrower (a) pays I ender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 autorneys' fees; and (d) takes such action as I ender may reasonably require to assume that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

THIS CONDOMINIUM BIDER is made this

12TH day of

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and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Intrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Londer") of the same date and covering the Property described in the Security Instrument and located at 1255 N. SANDIURG TERRACE #1205

CHICAGO, IL 60610

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ELIDT HOUSE CONDOMINEUM

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(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when the all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard insurance. So long as the Owners Association muintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, or the periods, and against the bazards Lender requires, including fire and hazards included within the term "extended crive age," then
- (i) Londer way is the provision in Uniform Covenant P for the monthly payment to Lender of one-twelfth of the yearly premium installments. For Payard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the equired coverage is provided by the Owners Association policy

Borrower shall give Londer prompt notice of any tapse in required hazard insurance coverage

In the event of a distribution of help of insurance proceeds in lieu of restoration or repair following a less to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums securer by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrov or shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy a scuptable in form, amount, and extent of coverage to Londer.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, the hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security testic ment as provided in Uniform Covenant 9.
- E. Londor's Prior Consent. Borrower shall not, discept after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condemnaum Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other crainalty or in the case of a taking by condemnation or eminent domain;
 - (ii) any amondment to any provision of the Constituent Doce nents if the provision is for the express benefit of

Lendor;

(iii) termination of professional management and assumption of selectional transfer of the Owners Association;

or

- (iv) any action which would have the effect of rendering the public national insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when rue, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of a prower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, those amounts shall be interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to 3 rower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condon initing Cider

Diane M arends

Borrower

Horseye

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NON-UNIFORM COVENANTS. Botrower 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 agreement in 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 core 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 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, I ender at its option may require humediate payment in full of all sums secured by this Security Instrument without further demand and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possessian. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption tollowing judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be estitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those pass lin. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of

without charge to Horro, er. Horrower shall p 22. Waiver of Homestead. Borrowe	g, but not lumited to, receiver's fees, premit by this Security Instrument, aims secured by this Security Instrument, La pay any recordation costs, or waives all right of homestead exemption it.—If one or more riders are executed by ments of each such rider shall be incorpora	ims on receiver's bonds and reasonable at- ender shall release this Security Instrument in the Property. Horrower and recorded together with this ated into and shall amend and supplement
Adjustable Rate Rider	Condominium Rider	[] 2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	r
Other(s) {specify}	00/	
IN WITNESS WHEREOF, Horrower has executed	d this Mortgage.	
Diane M. arenda	Co,	
DIANE M ARENDS	- Borto-wer	Borrower
DIHRE IT HOERVS		
	Horrown.	**************************************
SEE RIDERS A	TTACHED HERETO AND MADE	A PART HEREOF
STATE OF ILLINOIS,	County	
L THE UNDERSIGNED		Public in and for sai a county and state, do
hereby certify that	ENDS DIVORCED AND NOT R	
, p subscribed to the foregoing instrument, appear signed and delivered the said instrument as	bersonally known to me to be the same Personally known to me to be the same Person, and acknowledge HER free and voluntary act, f	owledged thatSHE
Given under my hand and official seal, the	his 1014 day of	Tune , 19 16
My Commission expires: 3 /2 /84		Me les West
Cipan	e Balca This Line Pasarved For Lender and Recorder)	
ACCOUNT NUMBER ACCOUNTS (CAC	5.73 w	4.46

ACCOUNT NUMBER 00000741838

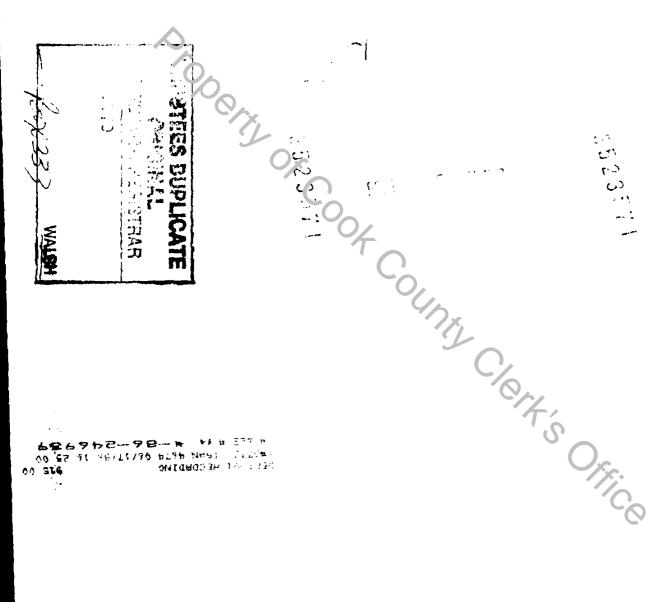
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