### PREPARED BY: WORLT NICS FECALE COPY

BECORDING REQUESTED BY: WORLD SAVINGS AND LOAN ASSOCIATION

88412060

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN ASSOCIATION. A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 West 26th Avenue Denver, Colorado 80211

BARRETT ORR. HIS VIFE.

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	MORTGAGE		Carson.
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espets Instrume	ent" tak eisen an	SEPTEMBER 01, 19	B88 3
			THIS IS A FIRST MORTGAGE

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 SEPTEMBER 01, 2018. This Security Instrument secures to Lender (a) the repayment of the debt evidence aby the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, adjusted under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK.

SEE EXHIBIT "A" ATTACHED, INCORPORATED HERE'N BY REFERENCE

REAL ESTATE INDEX NUMBER 04-09-203-027

BCX 7.60

which has the address commonly known as

1110 BRIARWOOD LAME NORTHBROOK, IL 60062

("Property Address").

TOGE THER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenances, 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 sensed of the estate hereby conveyed and has the right to mortgage, grant and convex 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 coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

RAINOIS Single Family FNMA FHEMC UNIFORM INSTRUMENT

Form 30H 12 83

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STATE OF STATE

Clark's Office

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WORLD SAVINGS AND LOAN ASSOCIATION a Federal Savings and Loan Association

LOAN NO. 59-02734-2

Lot 27 in Block 2 in Northbrook Highlands Unit No.1, a Subdivision of part of the South West quarter of the North East quarter of Section 9, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Property of County Clerk's Office

88412060

UNIFORM COVENAN - VICTONE and Len tor coverandas diagrae as follows

1. Payment of Principal and Interest: Prepayment and Luir Charges. Horrower hall 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, horrower 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 bunds shall be neld 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 Horrower 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 tay 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 piedged 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 escribe nems, shall exceed the amount required to pay the escribe 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 escribe when due, Borrower shall pay to Lender any amount necess; only make up the deficiency in one or more payments as reduired by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender 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 pino to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit riga not the sums secured by this Security Instrument.

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

4 Charges: Liens. Isoromer 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 he manner 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 in axes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard Insurance. Bistrower shall keep the improvements now existing or hereafter erected on the Property insuled against loss by fire, hazards included within the term "extended 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 subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender a id shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires dorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower (a) if give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless I ender and horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's recurity 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 elect's 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 soms secured by this Security Instrument, whether or not then due. The Mouar period will begin when the notice is given.

Unless I ender and Borrower otherwise agree in writing, any application of proceeds to principal shell not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 19 the Property is accounted 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 1 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 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? Lender does not have to do so

Any amounts dishursed by Lender under this paragraph? 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 dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

occurred. However, this right to renstate shall not apply in the case of acceleration under paragraphs 13 or 17 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may occurred. (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

tederal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

Note are declared to be severable.

16. Borrower's Copy. 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 it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred for if a beneficial interest in grant and 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 in it is sold or transferred in the sold or transferred in the

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note

15. Coverning Law: Severability. This Security Instrument shall be governed of Coleral law and the law of the मव्हाद्रहाहत् समूत्र प्रा

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

Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by Zotices. Ti nqanganaq may require immediate payment in full of all sums secured by this 'eccurity Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shair take the steps appropriate may invoke any remedies

rendering any provision of the Note or this Security Instrument unenferceable according to its terms. Lender, at its option, under the Society of making a one or promise ander the Noth partial prepayment without any prepayment charge under the Noth 13. Legislation Affecting Lender's Rights. If enactively or expiration of applicable laws has the effect of 13. Legislation Affecting Lender, at its opition,

permitted limits will be refunded to Borrower. Lender may choose to make this refund by reduction will be treated as a under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a eccasary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount charges, and that has is finally interpreted so that the interest or other loan charges collected or to be collected in If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent. modify, forbear or make any accommodations, with regard to the terms of this Security Instrument or the Note withouts the sums secured by this Security Institution, and (c) agrees that Lender and any other Borrower may agree to extending that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to payor Instrument but does not execute the totics (a) is co-signing this Security Instrument only to mortgage, grant and convey. of paragraph 17. Borrower's coverains and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bird and benefit the successors and assigns of Lender and Borrower, subject to the provisions

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

shall not be a warver of or preciude the exercise of any right or remedy. by the original Borrower of Torrower's successors in interest. Any fothearance by Lender in exercising any right or remedy interest of Borrow, reliall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not the expense to extend time for Lender shall not the expense of the expense of the summer of the modification of anioritzation of the sums secured by this Security Instrument granted by Lender to any successor in

10. Betreower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in heu of condemnation, are hereby

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender restrance retunnates in accordance with Borrower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

NON-L NIFORM 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 agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 1" unless applicable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and 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. Lender at its option may require immediate 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 Possession. Upon acceleration under paragraph 19 or abundonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender fin 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 including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum/secured by this Security Instrument.

- 21. Ref. ace. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to correspond Borrower shall pay any recordation costs.
  - 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the are counts and agreements 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. [Check applicable bowles)]

X Adjustable Rate Rider	Planned Unit Development Rider	X_Owner Occupancy Ride	<b>.</b>
	-	·	
Graduated Payment Rider	Fixed Rate Rider	Quick Qualifying Rider	
Condominium Rider	2-i Family Rider		
Other(s) [speafy]	C		
BY SIGNING BELOW, Borrower accepts and		tained in this Security Instrument and	in
any inder(s) executed by Borrower and recorded wi	ih st.		
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1110 BRIARWOOD LANE	NORTHBROOK.	_IL60062	_

NOTARY ACKNOWLEDGEMENT ATTACHED AS EXHIBIT "B"

### UNOFFIC A WIGGPY

	FCook			
On	September	<u> </u>	19_88	, before me, the undersigned, a Notary Public in and for said S
	peared	Edmund	John Orr,	, Jr. and Susan Barrett Orr, his wife
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		<i>(1)</i>		Energy Services
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

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RECORDING REQUESTED BY OFFICIAL COPY SHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AYENUE DENVER, COLORADO 80211

ATTENTION: Documentation Department

LOAN NO. 59-02734-2

#### ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

\$156,000.00

DATE: SEPTEMBER 01, 1988

ADJUSTABLE MATE MORTGAGE LOAN. The Note secured by the Security Instrument, as hereinafter defined, to which this Rider is attached contains provisions which may result in adjustments in the interest rate, in the monthly payment amount, and in the unpaid principal balance of the Note.

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Mortgage ("Security Instrument") of even date which was executed by Borrower and which creates a lien in favor of World Savings and Loan Association, A Federal Savings and Loan Association ("Lender") to which Security Instrument this Rider is attached. To the extent that the provisions of this Rider are inconsistent with the provisions of the Security Instrument, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions of the Security Instrument. Except to the extent modified by this Rider and other rider(s), if any, the provisions of the Security Instrument shall remain in full force and effect.

- 1. PAYMENT OF PRINCIPAL AND INTENEST; PREPAYMENT AND LATE CHARGES. Paragraph I of the Security Instrument is arounded to read in its entirety as follows:
  - "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, and the principal and interest on any Future Advances (as hereinafter defined) secured by this Security Inscrement."
- 2. APPLICATION OF PAYMENTS. Paragraph 3 of the Security instrument is amended to read in its entirety as follows:
  - "3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to interest which became due during the month for which payment is being made; second, to amounts payable under Paragraph 2; third, to any unpaid interest which became due previously and was added to the principal balance of the Note ("Deferred Interest"), and finally, to the principal of the Note. Payment shall be made in lawful currency of the United States of America."
- 3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Paragraph 6 of the Security Instrument is amended to read in its entirety as follows:
  - "6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall not destroy, damage or substantially change the Property or 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

Property of Cook County Clark's Office

fee title to the frequenty, the will be no perger, of the fee title and leasehold without Lender's prior written consent.

#### A. Planned Unit Development Obligations

If this Security Instrument is on a unit in a planned unit development ("PUD"), the Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities as described in the PUD Agreement or any other document which creates the PUD ("Declaration"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD ("Owners Association") and the uses, proceeds and benefits of Borrower's interest.

If this Security Instrument is on a unit in a PUD, Borrower shall perform all of Borrower's obligations under the PUD's covenants, codes, restrictions and Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay when due, all dues and assessments imposed pursuant to the Constituent Documents.

#### 1. Condominium Obligations

If this Security Instrument is on a unit in a condominium ("Condominium"), the Property includes, but is not limited to, such unit in the Condominium project together with an undivided interest in the common elements of the Condominium project. If the Owners Association or other entity which acts for the Condominium project ("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.

If this Security Instrument is on a unit in a Condominium, Borrower shall perform all of Eurower'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; (iv) other equivalent documents; (v) articles of incorporation; and (vi) coverants, conditions and restrictions. Borrower shall promptly pay, when due, all uses and assessments imposed pursuant to the Constituent Documents.

#### C. Common PUD and Condominium ubligations

#### (1) Public Liability Insurance

The Borrower shall take such action as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

#### (2) Lender's Prior Consent

The Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or society the Property or consent to:

- (a) the abandonment or termination of the PUD or Condominium project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (c) termination of professional management and assumption of self-management of the Owners Association; or
- (d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

#### (3) Hazard Insurance

With specific reference to PUD's or Condominiums, in addition to Paragraph 5 ("Hazard Insurance") of this Security Instrument, so

long as the Owners Association maintains, with an insurance carrier reasonably acceptable to Lender, a "master" or "blanket" policy on the PUD or Condominium project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(a) Lender waives the provision in Paragraph 2 ("Funds for Taxes and Insurance") of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property;

(b) Borrower's obligation under Paragraph 5 ("Hazard Insurance") of this Security Instrument, to maintain hazard insurance coverage on the Property, is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy;

(c) Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage;

(d) In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the Condominium unit or to common elements thereof, or whether to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security instrument, with any excess paid to Borrower.

#### (A) 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 the common elements of the Condemnatiom, or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such orbiceds shall be applied by Lender to the sums secured by this Security Instrument as provided in Paragraph 9 ("Condemnation").

#### (5) Remedies

If Borrower does not pay all Condominium or PUD dues and assessments in full when due, Lender any then or thereafter exercise all remedies provided under this Security Instrument or Lender, at its sole option, may elect to pay such dues and assessments. Any amounts paid by Lender under this paragraph shall become the Borrower's additional debt 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 then applicable Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment."

4. LEGISLATION AFFECTING LENDER'S RIGHTS. Paragraph 13 of the Security Instrument is amended to read in its entirety as follows:

"13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Paragraph 19."

5. GOVERNING LAW; SEVERABILITY. Paragraph 15 of the Security Instrument is amended to read in its entirety as follows:

"15. Governing Law; Severability. The loan secured by this Security Instrument is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Security Instrument or the Note or any other notes or obligations secured by this Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs,

- E. DEFAULT ANI ACCELERATION. Time is of the essence hereof. Upon failure to pay any payment when due or to perform any obligation, coverant, or agreement in the hote, in the Security Instrument, in other security instruments which secure the hote, or in any other document executed by borrower to induce lander to make the loan evidenced by the hote, or if any statement made by Borrower in any such document is false or misleading, then borrower shall be in default under the hote and all principal and accorded interest shall, at lengents option and without notice, become immediately due and payable in full. Reference is made to the Security Instrument for mights as to the acceleration of the indeptedness evidenced by the hote, including Paragraph 17 which is amended in its entirety as follows:
  - bornowers assumption. It also on any part of the property of an interest therein is sold on transferred (on if a beneficial interest in Bornower is sold on transferred and bornower is not a natural person) without Lender's prior instead payment in full of all sums secured by this Security Instrument. If Bornower fails to pay such sums imposiately upon the demand of Lender, Lender may, without further notice on demand on Bornower, lander may, without further notice on demand on Bornower, I have any remedies permitted by Faracraph 15 hereof, however, this option shall not be exercised by Lender if exercise is profitted by federal law as of the date of this Security Instrument. Lender shall have waived such option to appelerate if, prior to the sale of transfer, Lender and the berson to whom the Property is the sold or transferned reach agreement in whiting that the order of such benson is satisfactory to Lender and that the interest payable on the sums secured by this Security Instrument shall be at such rate as Lender shall request. If Jender has waived the option to accelerate provided to his faragraph 17, and if Bornower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Bornower from all difficultions under this Security Instrument and the Acte.\*

NOTWITHSTANDING ANYTHING CONTAINED IN THE STOWARTY INSTRUMENT TO THE CONTRARY, LENDER SHALL NOT EXERCISE ITS RIGHTS TO DECLARE ALL SUMS DUE IN THE EVENT OF SALE OF TRANSFER OF THE PROPERTY WHICH FORST COOURS (AND ONLY SUCH FIRST OCCURRING SALE OF TRANSFER) FOLLOWING THE DATE OF THIS NOTE, FRONIDED; (1) SUCH SALE IS TO A BUYER WHOSE ORECOTHERSTHINGS HAS BEEN APPROVED IN WRITING BY LENDER: (0) LENDER RESERVES THE FIGHT TO REQUIRE (NO BORROWER'S SUCCESSOR IN INTEREST TO PAY THE MAXIMUM ASSUMPTION FEE ALLOWED BY A FIGHER LAW AT THE TIME OF SUCH SALE OF TRANSFER, BUT IN NO EVENT SHALL SUCH SEE EE GREATER THAN ONE PERCENT (12, OF THE OUTSTANDING PRINCIPAL BALANCE OF THE 10AN AS OF THE DATE OF THE SALE OF TRANSFER. (3) NO PREVIOUS SALE OF TRANSFER SO AM OF ANY PART OF THE REPRESTY OF ANY INTEREST THEREIN (OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER, IS NOT A MATURAL FERSON) HAS DOCUMENED FOLLOWING THE OF THE SITE OF THE SEVER HAS EXECUTED A FRUITTEN RESUMFITION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL FRONIDE THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN DERREY ADDITING FATE AS SET FORTH IN THIS NOTE, (6) THE INTEREST RATE OF WHICH IS SHEATER.

Cotion prior to the release of the Security Instrument may make future advances ("Future Advances") to Bornower. Such Future Advances, with interest thereon, shall be secured by the Security Instrument when evidenced by promissory notes stating that said notes are secured thereby, the Total amount of such FUTURE ADVANCE(S) SHOULD NOT ENCED ONE HUNDRED TEN PERCENT (110%) OF the PRINCIPAL\*\*

E. INJURY TO PROFERTY. All of Bornower's causes of action, whether accounts before on after the Gate of the Security Instrument, for damage or injury to the Property or any part thereof, or in correction with the transaction financed in whole on in cart by the funds loaned to Bornower by Lender, or in connection with or affecting said Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at lender's option, assigned to

\*\*BALANCE EVIDENCE BY THE NOTE.

Lender; and the ordered thereof shall be paid or line, who, after deducting therefrom all of Lender's expenses, including reasonable attorney's fees, may apply buch proceeds to the sums secured by the Security Instrument or to any deficiency under the Security Instrument or may release any moneys so received by Lender or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in Lender's own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

- 9. STATEMENT OF OBLIGATION. Lender may collect a fee of fifty dollars (\$50.00) or such other maximum amount as from time to time is allowed by law for furnishing any statement of obligation, Lender's demand or any other statement regarding the condition of or balance owing under the Note or any other note or obligation secured by the Security Instrument.
- 10. OFFSET. No indettedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Leider; and in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, the benefits of any applicable law, regulation or procedure which substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in an answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting a claim would it the time of filing an answer be barred by the applicable statute of limitations.
- 11. MISREPRESENTATIONS OF NONDISCLOSURE. Borrower has made certain written representations and disclosurer in order to induce Lender to make the loan evidenced by the Note; and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender shall have the right, at Lender's option and without prior notice, to declare the indebtedness secured by the Security Instrument, irrespective of the maturity date specified in the Note or in this Rider, immediately due and payable.
- 12. PARAGRAPH HEADINGS. Paragraph leadings are for the convenience of the parties only and are not to be used in interpreting or construing this Rider.

IN WITNESS WHEREOF, the undersigned has execute: this Rider on the  $^{/8}\text{day}$  of  $\leq \text{ept.}$  1988

murring /
SUSAN BARRETT ORR (Seal)
(Seal)
(Seal)
NORTHBROOK, IL 60062  City, State, Zip Code

INDIVIDUAL NOTARY ATTACHED



On September 1 in 88	, before me, the undersigned, a Notary Public in and for said !
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

DATE: SEPTEMBER 01, 1988



RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE DENVER, CO 80211

#### OWNER-OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

LOAN NO. 59-62734-2

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even used to which this Rider is attached as well as the note ("Note") which said Security Instrument secures. To the extent the provisions of this Rider are inconsistent with the provisions of the Security Instrument or Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

#### 1. Owner-Occupancy

As an inducement for Lender to make the lown secured by the Security Instrument, Borrower has represented to Lender that the secured property will be occupied, within thirty (30) days following recordation of the Security Instrument and during the twelve (12) month period immediately following recordation of the Security Instrument, as the primary residence of the person or persons holding title to the secured property or owning the property ("Owner").

Borrower acknowledges that Lender would not have agreed to make the loan unless the secured property was to be owner-occupied and that the interest rate set forth on the face of the Note and other terms of the inan were determined as a result of Borrower's representation that the secured property would be owner-occupied. Borrower further acknowledges that, among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans be owner-occupied; Lender's ability to sell a loan (which it often does in the ordinary course of business) will be impaired because the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the secured property is not occupied as the primary residence of the Owner(s); and, if and when Lender makes a loan on non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties.

Accordingly, in the event the secured property is not occupied, within the time period set forth above, as the primary residence of the Owner(s), the holder of the Note may, at its option, (a) declare all sums secured by the Security Instrument to be immediately due and payable, or (b) effective upon

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written notice to the Owner(s) twelve:(12) months after recordation of the Security Instrument INCREASE THE INITIAL INTEREST RATE THEN APPLICABLE PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT, ON ANY SUMS ONING UNDER THE NOTE, TO AN INTEREST RATE WHICH IS THREE AND 000/1000 PERCENT(3.000) GREATER THAN THE AFORESAID THEN APPLICABLE INTEREST RATE, FOR THE REMAINING TERM OF THE NOTE, AND THEREAFTER MODIFY THE MONTHLY INSTALLMENTS PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT TO PERMIT AMORTIZATION OF THE LOAN AT SUCH NEW RATES BY THE END OF THE ORIGINAL TERM.

The rights of Lender hereunder shall be in addition to any other rights of Lender under the Note and Security Instrument or allowed by law.

#### 2. <u>Misrepresentation or Nondisclosure</u>

Borrower has made certain written representations and disclosures in
order to induce Lender to make the loan evidenced by the Note or notes which the
Security Instrument secures, and in the event that Borrower has made any
material misrepresentation or failed to disclose any material fact, Lender, at
its option and without prior notice, shall have the right to declare the
indebtedness secured by the Security Instrument, irrespective of the maturity
date specifie in the Note or notes, immediately due and payable. * * * * *

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(Seal)	(Seal)
1110 BRIARWOOD LANE	NORTHBROOK, IL 60062

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

INDIVIDUAL NOTARY ATTACHED.

Mailing Address

City, State, Zip Code

Compa Contion Office

1100 01 Number 400 M3-44-01200

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