UNOFFICIAL COPTHI form 15 used in connection with

MORTGAGE 88110143

mortgages insured under the one- to four-family provisions of the National Housing Act

THIS INDENTURE, Made this 11TH day of MARCH JOHN A. GERACE AND SUSAN J. GERACE, HUSBAND/WIFE

, 1988

, between

RESIDENTIAL FINANCIAL CORP.

a corporation organized and existing under the laws of

NEW JERSEY

Montgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY-FIVE THOUSAND, POUR HUNDRED FIFTY AND 00 /100

Dollar (\$ 75,450.00

TEN AND ONE-HALF

payable with interest at the rate of / | \ / | \ | \ per centum (10.500 to the order of the Mortgagee at its office in

%) per annum on the unpaid balance until paid, and made payable

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

SIX HUNDRED NATETY AND 17 /100

Dollars (\$

690.17

) on the first day

OF MAY , 19 88 , and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of APRIL

NOW, THEREFORE, are said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and referents herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following de cribed Real Estate situate, lying, and being in the County of COOK Illinois, to wit:

LOT 9 IN BLOCK 7 IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH,
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
15-05-214-009 APO
313 Marse, Marthare TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE

"SEE ATTACHED ONE TIME MIP RIDER MADE A PART HEREOF."

-86-11002

\$18.50 DEPT-01 TRAN 1169 03/16/88 15:49:00 #4659 # D -88--110143 COOK COUNTY RECORDER

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO MORTCAGE MADE A PART HEREOF," TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunir oelonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water or ower, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title and atterest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurenances and fixtures, unto the said Mongagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Home stead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Montgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

\$18.00 MAIL

STATE OF ILLINOIS HUD-92116M (5-80)

55110143

(SEAL)

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gender shall include the feminine.
WITNESS the hand and seal of the Mortgagor, the day and year first written.

THE COVENANTS HEREIN CONTAINED shall bind, and use bens ins and advantages shall inture, to the respective heirs, executors, administrators, and assigns of the parties hereto. Wherever used, the singular, and the singular, and the masculine

IT IS EXPRESSLY AGREED that no extension of the time for payment. After debt hereby secured given by the mortgagee to any successor in interest of the Mortgagor, shall operate to release; in any manner, the original liabil by of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and use been in any advantages shall insure, to the respective helts, executors.

release or satisfaction by Mortgagee. IT IS EXPRESULY AGREED that no extension of the time for payment of the debt hereby secured given by the mortgagee to any successor in interest

If Mongagor shall pay said note at the time and in the transmit and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and viol and Morgagor, execute a release or satisfaction of this mongage, and Mongagor hereby waives the tenefits of all statutes or taws which require the earlier execution or delivery of such

accin decree; (1) An use coars of such state and estimation of title; (2) all the moneys advances are made; (3) all the proceeds of sale, if any, shall then be paid on the indebtedness hereby secured; (4) all the rais secured for the indebtedness hereby secured; (4) all the rais shring mapaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

Mortgagor.

ness secured hereby and be allowed in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree (1) All the costs of such aut o. a its, advertising, sale, and conveyance, including attorneys', solicitors', and atenographers' fees, outlays for documentary evidence and cost of said abstract a... e. animation of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the documentary evidence and cost of said abstract a... e. animation of title; (3) all the moneys advances are made; (3) all the second interest immating

AND IN CASE O' FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and steel. See Junea" (sees of the completions) in such proceeding, and attended to the purpos. Of su in foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages shall be made a party thereto by reason of this mortgage, its costs and or and the reasonable fees and charges of the attorneys or solicitors of the Mortgages, so made parties, for services in such of this mortgage, its costs and or an analysis and the reasonable fees and other said premises and an another it is an another it is an another it is an an another it is a further it is a further it is a further it is an an an an an an and an another and the said premises and are an another and the said premises and an another and indebted.

foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair, pay such current back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mer gagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, is, is, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry cut i e provisions of this paragraph.

Whenever the said Morgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to

upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the solvency or insolvency at the time of such applications for appointment of a Mortgagor, or or any party claiming under said Mortgagor, and without regard to the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the payment of the indebtedness.

accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.
AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with

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AND the said Mortgagor further convenants and agrees as follows:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (1) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average suit anding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equil to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance coloring the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already point therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessment will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioner in 'e two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the cauer set forth:
 - (i) premium charges under the couract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in fieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; ar d
 - (IV) amortization of the principal of the said nr.e.

Any deficiency in the amount of any such aggregate monday savment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. To Morragee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cove the cura expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) (fth) preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premium, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount recessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due in the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entile independents represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any A the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, he Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does bereby assign with Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be see use 1 from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required via the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether the or not

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the ninety days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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Property of Cook County Clerk's Office

58110143

JAM BOUT

UNOFFICIAL COPY 151: 5322138-703

ONE TIME MIP MORTGAGE RIDER RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

JOHN A. & SUSAN J. GERACE RESIDENTIAL FINANCIAL CORP.

Mortgagor and, Mortgagee,

dated 3/11/88

revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee co the following items in the order set forth:
 - ground rents, if any, tixes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secure hereby; and (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of remailt under this mortgage. The Mortgagee may collect a "late charce" not to exceed four cents $(4\mathfrak{c})$ for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or issurance premiums, as the case may be, such excess, if the loan in current, at the option of the Mortgagor, shall be credited on subsequent payments to be hade by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee

shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

e data Dated as of the date of the mortgage referred to herein.

OWNER OCCUPIED PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 11TH day of MARCH , 1988 , amends the mortgage of even date by and between:

JOHN A. GERACE AND SUSAN J. GERACE, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee,

1. In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

Paragraph one on page 2, is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

3. A new provision has been added as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgager, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, JOHN A. GERACE AND SUSAN J. GERACE, HUSBAND/WIFE

has set his hand and seal the day and year first aforesaid.

(SEAL)

SUSAN J. GERACE SUSAN J. GERACE

_____(SEAL)

_____(SEAL)

Signed, sealed and delivered in the presence of

811014

UNOFFICIAL COPY

Property of Coot County Clert's Office

141105824

ASSIGNMENT OF MORTGAGE

RESIDENTIAL FINANCIAL CORP. KNOW ALL MEN BY THESE PRESENTS, RE 1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY

the party of the first part, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration paid to it by VALLEY NATIONAL BANK

A NATIONAL BANKING INSTITUTION EXISTING UNDER THE LAWS OF THE U.S.A.

the party of the second part, the receipt whereof is hereby acknowledged, does by the presents, grant, sell, assign, transfer and set over unto the party of the second part that certain mortgage executed by

JOHN A. GERACE AND SUSAN J. GERACE, HUSBAND/WIFE

RESIDENTIAL FINANCIAL CORP.

and all its right, title interest to the premises therein described as follows, to with LOT 9 IN BLOCK 7 IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

XXXXXXXXXAnd is A seconded in the Office of he Recorder of Deeds of COOK CO., Illinois as Document

Together with the principal note therein described and the money due to grow due thereon with the interest, to have and to hold the same unto said party of the second part, its successor, or assigns.

DATED THIS

11TH

DAY OF

19

indi CINDY AND ERSEN

RESIDENTIAL FINANCIAL CORP.

STATE OF ILLINOIS

COUNTY OF LAKE

, a Notary Public in and for said County and State, do hereby THE UNDERSIGNED certify that the above-named officers of the RESIDENTIAL FINANCIAL CORP., are personally known to me to be the same persons and to be such officers, appeared before me this day in person and being duly sworn, said and a knowledged that they are such officers, that they respectively signed, sealed with the corporate seal and delivered such instruments as the free and voluntary act of said RESIDENTIAL FINANCIAL CORP., and as their own free and voluntary act as such officers respectively, by authority of the Board of Directors of said corporation for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

Given under my hand a Notarial Seal this

Day of

88 . 19

d. When

(Notary Public)

My Commission Expires

THIS DOCUMENT WAS PREPARED BY:

RESIDENTIAL FINANCIAL CORP. 155 EAST ALGONQUIN FOAD SUITE 105

ARGINGTON HEIGHTS,

TELINOIS 60005

Orreiab SEAb ANAM, WENZ NOTARY PUBLIC STATE OF ILLINOIS MY CORRESSION EXP. JUNE 10,1991

UNOFFICIAL COPY

Property or Coot County Clert's Office

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