If Lender required nortage resurance as a condition of making the pan equired by this Security Instrument, Borrower shall pay the promums equired to main an the insurance in effect unit such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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 lieu 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree 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 Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is 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 or not then due.

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

payments.

10. Borrower Dit Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mounty amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covent at and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear of these any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consent.

12. Loan 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge as der the Note.

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. If Lender exercises this option, Lender shall take the second paragraph

of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument soull 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's address stated herein or any other address Lender sesignates 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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instru-

ment and the 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 and Borrower is not a natural person) without Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If 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 sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENANTS. Burtower and Lender covenant and agree as follows:

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

and reasonable estimates of future escrow items. premiums, it any. These items are called "eserow items." Lender may estimate the Funds due on the basis of current data

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

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

immediately prior to it e sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-Funds held by Lender paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any necessary to make an the deficiency in one or more payments as required by Lender.

3. Application of Paymen's Unless applicable law provides otherwise, all payments received by Lender under paragraphs tion as a credit against 16, sums secured by this Security Instrument.

to amounts payable under paragriph 2; fourth, to interest due; and last, to principal due. t and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third,

time directly to the person owed payment. Jorrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall 4. Charges; Liens. Borrower stall pay all taxes, assessments, charges, fines and impositions attributable to the Proper-

Borrower shall promptly discharge any lien which as priority over this Security Instrument unless Borrower: (a) agrees rsyuatuked ayı under this paragraph. If Borrower makes these payrients directly, Borrower shall promptly furnish to Lender receipts evidencing

insurance. This insurance shall be maintained in the amounts and for the period; that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires 5. Hazard Insurance. Borrower shall keep the improvements no vedsting or hereafter erected on the Property insured the lien. Borrower shall satisfy the lien or take one or more of the action et forth above within 10 days of the giving of notice. e subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security Inst. ument. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the Froperty; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in; I.gal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt police to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

of the Property damaged, if the restoration or repair is economically feasible and Lender's contity is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall 🎉 applied to restoration or repair Conder. Lender may make proof of loss if not made promptly by Borrower.

notice is given. erty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess print to Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the i surance proceeds shall be

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security It under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially change Instrument immediately prior to the acquisition.

shall not merge unless Lender agrees to the merger in writing. shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

under this paragraph 7, Lender does not have to do so. in court, paying reasonable attorneys' lees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and

7000 O and shall be para Poyott as themselucing to sale offi រក្សរ<mark>ាន</mark>១ ១ រប់ ហ៊ែរ ។ pitoli ender to Borrower requesting Security Instrument. Unless Barrower and condition agree to other seem of payment there amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this



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THIS INSTRUMENT WAS PREPARED BY: FIRST ILLINOIS MORTGAGE CORPORATION

1440 RENAISSANCE DRIVE PARK RIDGE ILLINOIS 60068

LISA MEYER

30x 333 1 11 25 AM II: 38

89505477

89505477

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 20.
The mortgagor is RESEMBLY A. ILEUTO, DIVICED AND NUT SINE REMORTED The morragor is

("Borrower"). This Security Instrument is given to FIRST ILLINOIS BAX OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES 800 DAVIS STREET EVANSTON ILLINOIS 60204

, and whose address is

("Lender").

Borrower owes Lender the principal sum of TRIRTY SIX THOUSAND ONE HUNDRED SIXTY AND 00/100

Dolla's (U.S. \$ --- 36, 160, 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 VOVEMBER 01ST, 2004 This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the debt e idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced 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 County, Illinois: COOK located in

UNIT NUMBER 309 IN TARA II CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING LOTS 9 AND 10 IN BLOCK 15 IN ROBERT BARTLETT'S 95TH STREET DESCRIBED REAL ESTATE: HOMESITES, BEING A SUBDIVISION OF WEST 1/2 OF THE NOGUL WEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 FAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FACURDED AS DOCUMENT The Contraction of the Contracti 24402026, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PI# 24 07-112-045-1028

7112 W. 99TH STREET, UNIT 309

(Street)

CHICAGO RIDGE

[City]

which has the address of

60415

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing

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

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

-6(IL) iasozi

Illinois

CMTG

VMP MORTGAGE FORMS . (313)293 8100 . (800)821 (24) NUMBER: LORETO

UNOFFICIAL CO

Anne M. Stark Notary Public, State of Illinois My Commission Expires 11:16-91 ..OELICIVE SEVE..

BOTM

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enages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrum in, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplie-23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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

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

on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instruthe costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums the Property including those past due. Any tents collected by Lender or the receiver shall be applied first to payment of pointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-20. Lender in Possesion. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

attorneys' fees and costs of title evidence. to tollect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security to default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the Borrower of the right to relate atterderation and the right to assert in the foreclosure proceeding the non-statence 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 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) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) tany coverant or agreement in this Security Instrument (but not prior to acceleration ander paragraphs 13 and 17 unless 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

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

UNCOPTIONING BURE 2 Y 7

20TH OCTOBER . 19 THIS CONDOMINIUM RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

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

7112 W. 99TH STREET, UNIT 309 CHICAGO RIDGE ILLINOIS 60415

[Property Address]

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

TARA II CONDOMINIUM

[Name of Condominium Project]

(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.

CONDOMING & 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 due, all dues and 1.55 ssments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard 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 required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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 unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, an ount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for Jamages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pair of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as ig ed and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except 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 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 king by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- OI (iv) any action which would have the effect of rendering the public liability insurance and rage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lenue, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured have the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Rosemary a. Loreto	(Seal
ROSEMARY A. LORETO	-Borrowe
	(Scal
	-Borrowe
	(Seal)
	-Borrower
	(Seal)
	-Borrowe

(Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office