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DUK COUNTY, ILLINOIS

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L-104684

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MORTGAGE

15 00

THIS MORTGAGE ("Security Instrument") is given on November 10, 1989
 19..... The mortgagor is Brian D. Morris and Deborah J. Morris, his wife
 ("Borrower"). This Security Instrument is given to
 IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION....., which is organized and existing
 under the laws of UNITED STATES OF AMERICA....., and whose address is
 3515 West Irving Park Road..... Chicago, IL 60618..... ("Lender").
 Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND EIGHT
 BORROWER..... Dollars (U.S.\$..... 125,000.00). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on December 1, 2019..... This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced 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
 located in Cook..... County, Illinois:

** UNIT NUMBER 38 "B" LEFT TOGETHER WITH GARAGE SPACE NO. 35 IN WESTRIDGE
 TOWNHOMES IV CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED
 REAL ESTATE:

PART OF LOTS 1 AND 2 IN WESTRIDGE UNIT 4 BEING A SUBDIVISION OF PART OF THE
 SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION
 OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89143600 TOGETHER WITH ITS
 UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS **

THIS INSTRUMENT WAS PREPARED BY:
 VERONICA C. RAE
 770 W. DUARDE ROAD
 ARLINGTON HTS., IL 60004

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PERMANENT TAX NUMBER(S): 03-06-400-055-0000

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS TO
 THE RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE
 RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE
 AFOREMENTIONED DECLARATION

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS,
 COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION AS IF RECITED AND
 STIPULATED AT LENGTH HEREIN.

which has the address of 843 Happfield Drive #38 "B" Left....., Arlington Heights.....,
 [Street] (City)
 Illinois 60004..... ("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.

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44771
This instrument was prepared by *Vernon J. Coughlin, Esq.*

[Handwritten signature over Notary Seal]
 Notary Public, State of Illinois
 Julia Gort
 Notary Seal
 My Commission Expires: *November 19, 1989* (Seal)

Witness my hand and official seal this **TENTH** day of **November**, 19 **89**

(he, she, they)

THEY executed said instrument for the purposes and uses herein set forth.
 (this, here, their)

have executed same, and acknowledge said instrument to be **THEIR**, being informed of the contents of the foregoing instrument,
 before me and is (are) known or proved to me to be the person(s) who, freely and voluntarily act and deed and that
 Brian D. Morris and Deborah J. Morris wife personally appeared
 a Notary Public in and for said county and state, do hereby certify that

COUNTY OF *IL* STATE OF **ILLINOIS** }
 { SS:

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(Seal)

(Seal)

(Space Below This Line For Acknowledgment)

[Handwritten signatures over Acknowledgment line]
 Deborah J. Morris
 Brian D. Morris
 (Seal)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security
 Instrument and in any rider(s) executed by Borrower and recorded with it.

Grandfathered Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider condominium Rider 2-4 Family Rider

Instrument the co-owner(s) check applicable box(es)]
 Supplement the co-owner(s) check applicable box(es)]
 This Security instrument, if one or more riders are executed by Borrower and recorded together with
 this Security instrument, If one or more agreements of each such rider shall be incorporated into and shall amend and
 Riders to this Security instrument, If one or more riders are recorded together with
 22. Waiver of Homestead, Borrower waives all right of homestead excepted elsewhere in the Property.

Instrument without charge to Borrower, Borrower shall pay any recording costs.
 21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
 receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument costs of management included in the property and collection of rents, including, but not limited to, payment of the
 the property received by the receiver shall be applied first to pay rent of all the rents of
 prior to the expiration of any period of redemption following judicial sale, Lender or by judgment
 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time
 but not limited to, reasonable attorney's fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in this paragraph 19, including
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
 this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
 before the date specified in the notice, Lender at its option may immediately terminate the non-form Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-inform Borrower by foreclosure by judicial proceeding and sale of the property. The notice shall be given
 secured by this Security instrument, foreclosure by judicial proceeding and result in acceleration of the sums
 and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
 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;
 unless otherwise provided in this Security instrument (but not prior to acceleration required to cure the
 breach of any covenant or agreement prior to Borrower's prior to acceleration paragraph 13 and 17
 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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UNIFORM COVENANTS. Borrower and Lender covenant and agree 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.

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

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

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

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

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

4. **Charges; Liens.** Borrower 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 the 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "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 and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have agreement 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 remittances) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforecning this Security Instrument. Those conditions are contained in this Security Instrument: or (c) payment of all sums which the Lender would be due under this Security Instrument if the Note had no acceleration occurring; (d) payment of all expenses of collection, including attorney's fees, if the Note has been accelerated; (e) payment of all sums due under this Security Instrument if the Note has been paid in full; (f) payment of all sums secured by the sums received hereby shall continue unchanged. Upon termination by obligee to pay the sum secured by this Security Instrument shall continue unless otherwise provided. Borrower shall remain liable to pay the sum secured by this Security Instrument until terminated. Lender's rights in the property released shall be limited to the sum received by Lender's assignee.

If Lender exercises his 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 for Borrower to 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.

interests in it is sold or transferred (or it is otherwise disposed of) to a beneficial interest in Bottrower is sold or transferred to a person without Lender's prior written consent. Lender may, at its option, require immediate payment of all sums secured by this Security Interest in Bottrower if this Security Interest is sold or transferred by Bottrower to a person who is not a natural person without Lender's prior written consent. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interest.

16. Borrower's Copy. Borrower shall be given one 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

Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument and the Note are deemed to be severable.

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 of this Securit y Instrument or the

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender under designations by notice to Borrower. Any notice to Borrower or Lender shall be given by registered mail to Lender's address set forth in the Security Instrument or by telephone or facsimile to the address or telephone number set forth in the Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Interest shall be delivered by paragrap 17.

13. **Legislative Affection Lenders' Rights.** If enactment of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective 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 steps specified in the second paragraph of this section to collect such sums.

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 exceeds the permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) a sum already collected from Borrower which exceeds the 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 partial prepayment without any charge under the Note.

of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the same: (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums of principal and interest due under the terms of this Security Instrument; (b) is not personally obligated to pay the sums of principal and interest due under the terms of this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend the time for payment of principal and interest due under the terms of this Security Instrument; and (d) waives any notice of non-payment, default or acceleration of the time for payment of principal and interest due under the terms of this Security Instrument.

shall not be a waiver of our privilege, "the exercise of any right or remedy,

Leander shall not be liable to Leander to whom Leander has sold any successor in interest or referee to extend time to paymen

10. Borrower Not Responsible; Borrower Note a Waiver. Extension of the time for payment of modified iteration of an organization 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 of Borrower.

to the sums received by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of the notice given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to make an award or settle a claim for damages, Borrower shall be liable to the condemner offers to settle the claim.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediate before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

insurancce terminates in accordance with Borrower's and Lender's written Agreement or applicable law.

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

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CONDOMINIUM RIDER

1484720

THIS CONDOMINIUM RIDER is made this 10th day of November 19..... 89,
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
IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
843 Happfield Drive #38B Left Arlington Heights IL 60004
[Property Address]

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

Westridge

(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.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium
Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which
creates the Condominium Project; (ii) by-laws, (iii) code of regulations; and (iv) other equivalent documents. Borrower shall
promptly pay, when due, all dues and assessments 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, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common
elements, or for any conveyance in lieu of condemnation, are hereby assigned 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 taking 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;
or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by 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.

Brian D. Morris
Brian D. Morris

(Seal)
Borrower

Deborah J. Morris
Deborah J. Morris

(Seal)
Borrower

..... (Seal)

..... (Seal)

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