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COOK COUNTY, ILI, ILLINOIS
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15.00

MORTGAGE

257504-3

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 10**
1989. The mortgagor is **MICHAEL J. KUCZKOWSKI AND CAROL C. KUCZKOWSKI, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS** which is organized and exists under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM,
NORRIDGE, ILLINOIS 60634** ("Lender").
Borrower owes Lender the principal sum of
ONE HUNDRED SEVENTY THOUSAND AND NO/100

Dollars (U.S.) **170,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for ~~monthly~~ **Bi-MONTHLY** payments, with the full debt, if not paid earlier, due and payable on **APRIL 27, 2010**. 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:

LOT 82 IN PLUM GROVE ESTATES UNIT 2 BEING A RESUBDIVISION OF PART OF LOTS 19, 20, 22, 23, 24 AND 25 IN ARTHUR T. MC INTOSH AND COMPANY'S FIRST ADDITION TO PLUM GROVE FARMS A SUBDIVISION IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1987 AS DOCUMENT 87425913.

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02-27-200-063-0000
02-27-200-020-0000

which has the address of **183 BOARDWALK** (Street) **PALATINE** (City)

Illinois **60067** (Zip Code) ("Property Address")

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

BORROWER COVENANTS that Borrower is 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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THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
1701 W. GOLF RD. STE. 100, TOWNS J.
ROLLING MEADOWS, IL 60008
ATTENTION: MARILYN SWAYER
HCK 833 - TH

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF MILWAUKEE

ATTENTION: MARLENE SAWYER

My Collection Edition 8/15/22
Memory Palace, State of mind
Geachte Wissens-
-chaften

National Public

Given under my hand and affixed seal, this 10th day of July, 1989.

Sci. lith.

, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

1. DOUG GARDNER , a Notary Public in and for said county and state,

STATE OF ILLINOIS

— [Space below this line for acknowledgement]

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(କୃତ୍ୟ)

1000000000

CAROL C. KUCZKOWSKI/HIS WIFE - DOWNTOWN
(Signed)

MICHAEL J. KUCZKOWSKI

By SIGNING below, I attest, accept and agree to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Digitized by srujanika@gmail.com

Adsgustaborg Kastell Ridder
Candromium Ridder
Gymnium Ridder
Hans Sæby Familys Ridder

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment judicial sale, Lender (in Person), by agent or by joint tenanted 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 reasonable attorney's fees and expenses of management of the Property and secondly to the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of reasonable attorney's fees and expenses of collection of the Property and secondly to the rents of the Property including those past due.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Foreclosure. Borrower waives all rights of homestead exemption in the Property.

23. Rights to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-signants and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument. The co-signants and agreeements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the co-signants and agreeements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable boxes].

SOUS L'ORDRE DU GOUVERNEMENT BORROMÉE ET LE CARDINAL BOURGEOIS CONSENTOU ET AGREEE AS TELLOWS

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UNIFORM COVENANT. 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owing 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 his 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 Retain. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security instrument discharged 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 entitling this Security instrument to any power of sale contained in this Security instrument or (c) entry of any order confirming this Security instrument. Those conditions are that Borrower pays all expenses incurred to date under this Security instrument (e) pays all expenses incurred in enforcing this Security instrument or (f) causes any default of any other agreements or agreements entered into by Borrower with respect to the Property. If Borrower fails to pay all such expenses and all other amounts due under this Security instrument before the date of sale of the Property, the amount so paid by Borrower shall be deducted from the proceeds of the sale of the Property.

This Security Instrument is given for value received, and is made and executed in the State of Florida, on the day of July, 2008, by the following named debtor(s) in favor of the secured creditor, Florida Home Lending, Inc., whose address is 1000 N.W. 1st Avenue, Suite 1000, Ft. Lauderdale, FL 33302.

It is understood that the above-mentioned period will be extended if further notice of acceleration is given under this option. The notice shall provide a period of at least one month.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or a beneficial interest in Borrower is sold or transferred for the benefit of the Securitization Trustee, the trustee shall be given one copy of the original documents used to establish the Securitization Trust.

Note can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid, such conflict shall not affect other provisions of this Security Instrument or the Note and the parties hereto shall endeavor to agree upon a valid provision that will effect the intent of the parties.

provided for in this Security Instrument, shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in writing or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

13. **Registration Application Attached to Teacher's Rights.** If the registration application of applicable laws has the effect of readmitting any provision of the Note or this Security Instrument notwithstanding its acceptance by the debtor, Lender 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

parallel the notion of a direct payment to borrowers under the Note and prepare feeders primarily, the feduction will be treated as a partial repayment without any prepayment charge under the Note. If the Note is partially repaid before the due date, then the due date will be extended by the number of days remaining in the month.

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 exceed the maximum permitted limits will be retained by Lender to make the loan conform to the law.

model), together or apart, and any accommodations will be made in accordance with regard to the terms of this Security Instrument or the Note without further notice.

11. Successors and Assigns: Provided joint and several liability; Co-Signers. The co-signants and agreements of this security instrument shall bind and obligate each of the successors and assigns of Lender and any other Borrower who agrees to the provisions of paragraph 17 Borrower's co-signant, and agreements shall be joint and several. Any Borrower who co-signs this security instrument but does not execute the Note, is co-signing this Security Instrument only to mergeage, grant and convey that Borrower's interest in the Property into the terms of this Security Instrument.

11. Subsequent to or preceding the exercise of any right or remedy by Landor in exercising any right or remedy

Interest of Borrower will not operate if the liability of the original bondholder or Borrower's successors in interest

10. Holder or Not Released: For Release by Lender Not a Waiver. Extension of the time for payment of modification of any provision of this Security instrument granted by Lender to any successor in

whereas I am unable to accept a claim in damages, I nevertheless wish to respond to certain matters within 30 days after the date the Notice is given. I enclose a copy of this opinion and apply the proceeds, at my option, either to restoration or repayment of the Property or to the sums secured by this Security Instrument, whether or not there is due.

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

before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to the owner.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security as agreed to and to underwritten.

9. **Condemnation.**—The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for damages caused in lieu of condemnation, shall give the owner notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Insurance companies shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the terms of the policy.

If I consider required mortgage insurance as a condition of making the loan secured, then the security arrangement

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BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 10TH day of FEBRUARY 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 (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

183 BOARDWALK, PALATINE, ILLINOIS 60067

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

1. (omitted)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on MARCH 23 19 89. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 722.49

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on APRIL 22, 2010, which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

5. (omitted)

6. (omitted)

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (*this is called a Conversion*):

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (*including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder*) the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payment due dates during any twelve consecutive months of the loan term

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (*assuming all payments had been made on time*) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

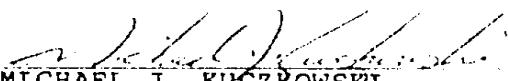
B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

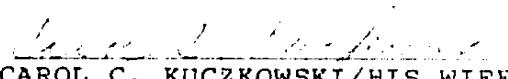
1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

- (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears
- (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.


MICHAEL J. KUCZROWSKI (Seal)
Borrower


CAROL C. KUCZROWSKI/HIS WIFE (Seal)
Borrower

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