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	MORTGAGE
	HIS MORTGAGE ("Security Instrument") is given on <u>DECEMBER 8</u> , 19 <u>88</u> . The mortgagor PATRICK A. DYER AND WIFE JACQUELIN A. DYER
is	PATRICK A. DYER AND WIFE JACQUEGIN A. DIER
(119055)	ower"). This Security Instrument is given to LOMAS MORTGAGE USA, INC. (formerly The Lomas & Nettleton
Compani Suite	y), which is organized and existing under the laws of Connecticut, and whose address is 2001 Bryan Tower, 3600, Dalias, Texas 75201 ("Lender"). Borrower owes Lender the principal sum of <u>ONE_THOUSAND</u>
This d	NE HUNDR'D NTNETY-NINE AND 43/100 Dollars (\$ 1,199.43). Webt is evidenced by Borrower's note dated the same date as this Security (Astrument ("Note"), which was for monthly payments, with the full debt, if not paid earlier, due and payable on
1990	. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note,
	nterest, and all rine als, extensions and modifications; (b) the payment of all other sums, with interest,
	ed under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of erts covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower
	county, 1111.nois:
	$O_{\mathcal{K}}$
COOK SECTI RANGE REGIS	30, BLOCK 27 IN HANOVER MIGHLANDS UNIT NO. 4, VILLAGE OF HANOVER PARK, COUNTY, ILLINOIS A SUBLIVISION OF PART OF THE NORTHEAST QUARTER OF ION 31 AND THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, IN EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF STERED IN THE OFFICE OF THE RESISTRAR OF TITLES OF COOK COUNTY, ILLINOIS CEMBER 18, 1964 AS DOCUMENT NUMBER 2187451.
01. 02	07-31-212-030
which h	as the address of 7116 ORCHARD LANE
	IANOVER PARK
appurter fixtures Security BOR mortgage	ETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights mances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and elements are not profits, water rights and stock and elements are not profits, water rights and stock and elements are not profits. The property all replacements and and tions shall also be covered by the instrument. All of the foregoing is referred to in this Security Instrument as the "Property." ROWER COVENANTS that Borrower is lawfully soized of the estate hereby conveyed and has the right to a great and convey the Property and that the Property is unencumbered, except for the Prior Mortgage (
	ter defined). Borrower warrants and will defend generally the title to the Pryorty against all ciails.
Len	der has previously made or acquired a loan evidenced by a promissory note (the "Prior Note")
MOI lave not	to Lender, and secured by a Mortgage covering the Property (the "Prior Mortgage") only recorded in RTGAGE Records of COOK County, Illinois. All amounts owing under the Prior Note been paid when due and Lender has agreed with Borrower that sums previously due but unpaid thereunder
or in extingui	refinanced and that the terms of repayment for such previously due amounts may be rearranged as provided the Note. The Note is given in partial renewal, extension and rearrangement, but expressly not in shment or novation of, the indebtedness evidenced by the Prior Note. The proceeds of the Note applied epayment to Lender for amounts previously due but unpaid under the Prior Note and Prior Mortgage or used
o take roperty roceeds	up any other outstanding indebtedness secured by a valid outstanding lien against all or any part of the have been applied or used at Borrower's request and direction. To the extent that Lender applies the of the Note or otherwise makes advances or takes other actions which take up or satisfy, in whole or in
older o quitles	y indebtedness secured by a valid outstanding lien against the Property, subject to the rights of the of the Prior Mortgage, Lender shall be subrogated to any and all rights, superior titles, liens and owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether
he Pric	ns or debts are acquired by Lender by assignment or are released by the holder thereof upon payment. The Mortgage and the lien and security interest thereof, together with all other rights, titles, The acquired and covenants provided for therein, shall continue in full force and effect as security.

for the payment and performance of all obligations remaining owing or performable under the Prior Note and Prior Mortgage, including the amounts owing thereunder which have not been refinanced with the proceeds of the Note and such Prior Mortgage shall also secure repayment of the retinanced portion of the Prior Note evidenced by the

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Note. The lien and security interest created hereby, however, shall be subject to, subordinate and inferior to the Prior Mortgage and all renewals, extensions, modifications, refinancings, increases or rearrangements thereof.

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 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 Finds due on the basis of current data and reasonable estimates of future ascrow items. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments under the Prior Lien Documents (as hereinafter defined).
- If Sorrower pays Corus to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or succenteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall poly the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or varifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law purples 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, rocether with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall excert the amount required to pay the escrow items when due, the excess, at Lender's option, shall be either credited by lander on subsequent payments to be made by Borrower for such items or refunded to Borrower. 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 repoint necessary to make up the deficiency in one or more payments as required by Lender. Such payments shall by made within thirty (30) days after written notice from the holder of the Note stating the amount of the deficiency, which notice may be given by mail.

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 of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums occurred by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Prior Note or Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if any, then to interest then payable on the Note, next to scheduled installments of principal then payable on the Note, ther to scheduled installments of interest then payable on the Prior Note and then to scheduled installments of principal then payable on the Prior Note; and, if following the foregoing application of payments any amounts remain, such excess shall be applied to the unpaid principal balance of the Note. Notwithstanding the preceding sintance, any proceeds realized from any foreclosure sale of the Property shall be applied first to the payment of any indebtedness owing on the Prior Note and Prior Mortgage and then to any indebtedness owing on the Note and this Security instrument.
- 4. Prior Mortgages; Charges; Liens. Borrower shall perform all of Borrower's obligations under the Prior Note, Prior Mortgage, and any other mortgage or other security agreement with a lien which has priority over this Security Instrument (collectively, the "Prior Lien Documents"), including Borrower's covenants to make payments when due. Borrower shall not enter into any renewal, extension, modification, increase, refinancing or rearrangement of any of the Prior Lien Documents or the indebtedness secured thereby without the prior written consent of Lender. Borrower agrees that any default under any of the Prior Lien Documents shall constitute an event of default hereunder, and that any default hereunder shall constitute an event of default under the Prior Mortgage. Borrower shall send to Lender a copy of each notice of default or notice of acceleration or other notice received by Borrower from the holder of any of the Prior Lien Documents within one (1) business day after receipt thereof by Borrower if such holder is someone other than Lender. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.
- 5. <u>Hazard insurance</u>. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against lass by tire, 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 must be acceptable to Lender and shall include a standard mortgage clause. Lender, subject to the Prior Lien Occuments, 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 damage, 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 Lende, 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 uncer paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resurting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured or this Security Instrument immediately prior to the acquisition.

- 6. Preservation and Multi-onance 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 leasthold 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), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Ponerty. 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 impairs. 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.

- 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 insurance terminates in accordance with Borrower's and render's written agreement or applicable law.
- 8. <u>Inspection</u>. 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 consequent at, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the Prior Lien Documents.
- 10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 Hability 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any torbearance 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 covenants 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 to make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 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 under 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 steps specified in the second paragraph of paragraph 17.
- 14. Notices Ary notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified 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 shall be given by certified mail to Lender's address stated herein or any other address Lender designates 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 instrument and the lote 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 Literat 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 witten 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 rotice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled 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.

Lender may consent to a sale or transfer if: (1) Borrower causes to be a smitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date of the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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' lees; 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.

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

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Pourower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys fees and costs of title evidence.

AND IN CASE OF CARECLOSURE of this Security Instrument by Lender in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also to ...! outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such force'cours; and in case of any other suit, or legal proceeding, wherein the Lender shall be made a party thereto by real or of this Security Instrument, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Lender, so made parties, for services in such suit or proceedings, shall be a further field and charge upon the said premises under this Security Instrument, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Security Instrument.

AND THERE SHALL BE INCLUDED in any ecrae foreclosing this Security instrument and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stanographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Lender, if any, for the purpose authorized in the sourity instrument with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid in the person or persons legally entitled to it.

- If Borrower shall pay said note at the time and in the ranner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Lender will, within thirty (30) days after written demand therefor by Pur ower, execute a release or satisfaction of this Security Instrument, and Borrower hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Lender
- 20. Lender in Possession. Upon acceleration under paragraph 19 or at informent of the Property and at any time prior to the expiration of any period of redemption following judicial cars. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rests collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fous, and then to the sums secured by this Security Instrument.
- 21. <u>Release</u>. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. <u>Veterans Administration</u>. Borrower covenants and agrees that should this Security Instrument and the Note be ineligible for guaranty under the Servicemen's Readjustment Act (written statement of an authorized agent of the Veterans Administration declining to guarantee the aforesaid Note or Security Instrument being deemed conclusive proof of such ineligibility), the present or any subsequent helder of any of such notes may at its option, within 30 days after its receipt of notice of ineligibility, declare the Note secured hereby immediately due and payable.

Borrower agrees to do all acts and make all payments required of Borrower and of the owner of the Property to make said note and this Security Instrument eligible for guaranty or insurance under the provisions of Chapter 37. Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Security Instrument.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and !!dollities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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24. Inconsistencies. To the extent that any of the provisions of paragraph 2 or paragraphs 4 through 18 hereof are inconsistent with provisions of the Prior Mortgage on the same or similar subjects, and impose different or more operous obligations on the Borrower, compliance with the Prior Mortgage shall be deemed to constitute compliance with this Mortgage.

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

	Patr	nhADya		(Seal)
		•		Borrower
	Printed Name	PATRICK A. DY	ER	
	Oan	ruelina.	Duer.	(Seaf)
		7	J	Borrower
90-	Printed Name	CQUELIN A. D	YER	
70				
CV/X				
STATE OF ILLINOIS				
COUNTY OF COOK)			
1, aforesaid, do hereby certify that PA		, a notary publ	lic, in and for the c	ounty and State
and JACQUELIN A. DYER	TRICK A. DYE	R		
		A 171 F1		
his wife, personally known to me to be subscribed to the foregoing instrume	nt, appeared being	e me this day	in person and ackr	nowledged that
THEY	signed	, sealed, and de	elivered the said	instrument as
THETR free and volunts and waiver of the right of homestead.	iry act for the use:	ald purposes there	in set forth, includ	ing the release
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			M. Haw	
				Notary Public
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