

UNOPPEICIAL COPY

State of Illinois

Mortgage

FHA Case No.:	A STATE OF THE STA
	Contract Contract

LOAN#0581819

This Indenture, Made this 14TH day of APRIL MICHAEL A. JOSEFOWICZ AND JODI L. JOSEFOWICZ, HIS WIFE

, 19 89 , between

, Mortgagor, and

EMPBANQUE CAPITAL CORP. a corporation organized and existing under the laws of Mortgagee.

THE STATE OF NEW YORK

\$16.00

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principol sum of SIXTY FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO/100THS

Dollars (\$ 65,550.00)

on JUNE 1 , 19 89 , and a like cum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY 20 19 .

Now, therefore, the said Mortgagor, for the better secur ng of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, those or these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

UNIT 17C AS DELINEATED ON SURVEY OF HERITAGE MANOR IN PALATINE CONDOMINIUM OF PART OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HERE NAFTER REFERRED TO AS PARCEL 1), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE BY BUILDING SYSTEMS HOUSING CORPORATION, A CORPORATION OF OHIO, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1972 AS DOCUMENT NUMBER 22165443, AS AMENDED FROM TIME TO TIME, TOCKTHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

P.J.N.: 02-01-102-053-1011

COMMONLY KNOWN AS: 1173 AZALEA, 3C, PALATINE, ILLINOIS 60067

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue

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

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.



	33	SCHAUMBURG, IL 60173 STE. 128 SCHAUMBURG, IL 60173
29657168	10 -21 kg 61 884 6851	MAIL TO: THIS INSTRUMENT PREPARED BY: EMPBANQUE CAPITAL CORP.
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lo (sb)	ed for Record in the Recorder's Office County, Illinois, on the	Doc. No.
Silding croson	<u>C</u> O	y Commission Expires: 3-14-1990
ary public, in and for the county and Samile, personally known to me to be the same	DOSELOMICS	State of Hilmois) sq: County of Cook I, THE UNDERSIGNED aforesaid, Do Hereby Certify That MICHAEL A. and JODI L. JOSEFOWICZ and JODI L. JOSEFOWICZ
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TVas)	(SEAL,	
TVasi	[SEVI]	
	JODI L. JOSEF	MICHAEL A. JOSEFOWICZ
		V 15 7 1 5 1 20

JNOFFE WALAL

provision for payment of which has not been made hereinhefore. pay prompily, when due, any premiums on such insurance for such periods as may be required by the Mortgagee and will other hazards, ensualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required

That he will keep the improvements now existing or hereafter hereinabove described.

may hereafter decome due for the use of the premises

Morigagee all the reals, issues, and profits now due or which indebtedness aforesaid the Mortgagor does hereby assign to the

And as additional security for the payment of the

preceding paragraph. payments which shall have been made under subsection (a) of the remaining unpaid under said note and shah properly adjust any paragraph as a credit against the amount of reneipal then the lunds accumulated under subsection (a) of the preceding the property is otherwise acquired, the bulence then remaining in omit off the commencement to are proceedings of at the time property otherwise after default, it. Nortgagee shall apply, at premises covered hereby, or it the Mortgagee acquires the the provisions of this month-age resulting in a public sale of the the preceding paragraph is there shall be a default under any of the funds accumulated under the provisions of subsection (b) of Housing and Urban Development, and any balance remaining in Mortgagee has not become obligated to pay to the Secretary of provisions of sul section (a) of the preceding paragraph which the account of the Mortgagor all payments made under the computers, the amount of such indebtedness, credit to the indexical represented thereby, the Mortgagee shall, in of the note secured hereby, full payment of the entire

s', all tender to the Mortgugee, in accordance with the provisions spantance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any becaminual as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragiaph shall not be sufficient however, the monthly payments made by the Mortgagor under amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If,

subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent payments. payment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each under this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagot prior to the

Any deficiency in the amount of any such aggregate monthly

(V) late charges.

(VI) amortization of the principal of the said note; and

interest on the note secured hereby;

and other hazard insurance premiums;

ground rents, if any, taxes, special assessments, lite,

100 charge (in lieu of mortgage insurance premium), as the case may the Secretary of Housing and Urban Development, or monthly

(1) premium charges under the contract of insurance with

items in the order set forth: single payment to be applied by the Mortgagee to the following amount thereof shall be paid by the Mortgagor each month in a the note secured hereby shall be added together and the aggregate subsections of this paragraph and all payments to be made under

(c) All payments mentioned in the two preceding

taxes and special assessments; and held by Morigingee in trust to pay said ground rents, premiunis, taxes and assessments will become delinquent, such sums to be one month prior to the date when such ground rents, premiums, paid therefor divided by the number of months to elapse before property (all as estimated by the Mortgagee) less all sums already properly, plus taxes and assessments next due on the mortgaged of fire and other hazard insurance covering the mortgaged

the premiums that will next become due and payable on policies

(b) A sum equal to the ground rents, if any, next due, plus

delinquencies or prepayments; balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth Development, a monthly charge (in lieu of a mortgage insurance

instrument are held by the Secretary of Housing and Urban

(II) If and so long as said note of even date and this thereunder; or

Housing Act, as amended, and applicable Regulations Housing and Urban Development pursuant to the National holder with funds to pay such premium to the Secretary of annual mortgage insurance premium, in order to provide such the hands of the holder one (1) month prior to its due date the the National Housing Act, an amount sufficient to accumulate in Instrument are insured or are relinsured under the provisions of

this of and so long as said note of even dule and this by the Secretary of Housing and Urban Development, as follows: charge (in licu of a mortgage insurance premium) if they are held instrument and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium it this

(a) An amount sufficient to provide the holder heree? with

the following sums: on the first day of each month until the said note is folly paid, note secured hereby, the Mortgagor will pay to the Mortgagee, payments of principal and interest payable under the terms of the

That, together with, and in addition to, the monthly part, on any installment due date.

That privilege is reserved to pay the debt in whole, or in

:SMOROJ

And the said Mortgago: Luther covenants and agrees as

the said premises or any part in secol to satisfy the same. tax, assessment, or lien o contested and the sale or forfellure of jurisdiction, which shall operate to prevent the collection of the appropriate legal proce dings brought in a court of competent good faith, control he same or the validity thereof by improvements situated thereon, so long as the Mortgugor shall, in

premises described herein or any part thereof or the or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this otherwise paid by the Mortgagor.

of proceeds of the sale of the mortgaged premises, if not additional indebiedness, secured by this mortgage, to be paid out any moneys so paid or expended shall become so much it may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make

said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep ancy badments, or to satisfy any prior lien or incumbrance other

In case of the refusal or neglect of the Mortgagor to make

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

That if the premises or any part thereof, be condemned under any power of emin at domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the fall amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to the applied by it on account of the indebtedness secured hereby, whether due or

The Mortgagor further agrees that should this mostgage and the note secured hereby not be eligible for insurance and if the National Housing act within days from the lare hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of

the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee 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 for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in our snance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitor's, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the rote secured hereby, from the time such advances are made, (1) all the accrued interest remaining unpaid on the indebtedness here's secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note a the time and in the manner aforesaid and shall abide by to apply with, and duly perform all the covenants and agreement berein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.



. 1989 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

EMPBANQUE CAPITAL CORP.

(the "Lender")

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

1173 AZALEA, 3C, PALATINE, ILLINOIS 60067

[Property Address]

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

HERITAGE MANOR 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.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further corenant 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 e sessments 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 proble to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrumer, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such a ctions 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 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 Instrume it is 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 sking 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;
- ОF (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 secur d 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.

(Seal)	Allhar & Antown
-Borrower	MICHAEL A. JOSEFOWICZ
(Seal)	ADOL HADISTIMAS
-Borrower	DODI L. JOSEFOWICZ
(Seal)	
-Borrower	
(Seal)	
-Borrower	

(Sign Original Only)

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UNOFFICIAL COPY

LOAN#0581819

MORTGAGE RIDER

LOAN ASSUMPTIONS EXECUTED LESS THAN 12 MONTHS OF DATE OF MORTGAGE

, 19 <u>89</u> made an	d entered into by MICHEAL A.	JOSEFOWICZ AND
JODI L. JOSEFOWICZ, HIS WIFE		, Mortgagor, an
EMPBANQUE CAPITAL CORP.		Mortgage
The Nortgage is amended to add the follow	wing:	
The mortgagee shall, with the prior or his designee, declare all sums sand payable of all or a part of the (other than by devise, descent or to a contract of sale executed not the mortgage is executed, to a pure accordance with the requirements of	secured by this mortgage e property is sold or ot operation of law) by the later than 12 months af chaser whose credit has	to be immediately herwise transferre mortgagor, pursua ter the date on wh
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0/	Partie A. Ora	audit
	Borrower MICHAEL A. JOSE	FOWICZ
	0,-	
	Borrower JODI L. JOSEFOW	etoures
State of Illinois		
County of Cook	(0)	
i, THE UNDERSIGNED aforesaid, Do Hereby Certify That MICHAEL and JODI L. JOSEFOWICZ	A. JOSEFOWICZ	
person whose name S ARE me this day in person and acknowledged that the said instrument as THEIR set forth.	subscribed to the foregoing in	gned, 5 aled, and delivere
Given under my hand and Notarial Seal this	14th day April	, A.D. 198 ^{rq}
mmission Expires: 3-14-1990	DIS	(AA
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County, II	linois, on the day of	A.D. 19

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TO THE REAL PROPERTY.