COOK

March

State of Illinois

File Number: 5037616-162

MORTGAGE IS BEING RE-RECORDED TO ADD FHA RIDER

131:5645347-749

This Indenture, Made this

31st

day of

, 19 89 , between

ROCHELLE G. WOODING, DIVORCED NOT SINCE REMARRIED

FLEET MORTGAGE CORP.

, Mortgagor, and

a corporation organized and existing under the laws of the state of RHODE ISLAND Mortgages.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgages, as is evidenced by a certain promissory note bearing even THIRTY TWO THOUSAND FOUR HUNDRED AND 00/100date herewith, in the principal sum of

(\$ 32,400.00 Dollars payable with interest at the rate of *SEE BELOW per centum (10.500%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 125 EAST WELLS STREET, MILWALKEE, WISCONSIN 53201 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-THREE HUNDRED FIFTY EIGHT AND 15/100-Dollars (\$358.15 on the first day of MAN ,1989, and a like sum of the first day of each and every month thereafter until the note as fully paid, except that the in payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April .20 04 Ten and One-Hal?

Now, therefore, the said Morigo on for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real fittate situate, lying, and being in the county of

and the State of Illinois, to wit: SEE ATTACHED LEGAL:

Unit 608, as delineated parcel of real estate: Lots 11, 12, Subdivision of Lots 13 and 16, 17 School Trustees of the Section 16, Township 40 North, Flange 14, East of the Meridian, in Cook County, Illinois which Survey is attached as Englishment of Condominium made of the American National Bank Chicago, as Trustee under trust Agreeme Chicago, as Trustee under trust Agreeme as Trustee interest in the American Sand recorded a concentage interest in the Chicago, as Trustee under trust Agreement as Trustee under trus Plat of Survey of the following described, 12, 13, and 14 in Bitter Sweet, 4 Bitter Sweet, Fractional Third Principal attached as Exhibit and Trust Agreement dated as Trus' No. 8397 and recorded as document undivided percentage interest in said Parcel space comprising all Units set forth in said Declaration and Survey), all in Cook County, Illinois.

£9180725

Together with all and singular the tenements, hereditaments and appurtenences 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 place 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 weive.

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; rot a suffer any lien of mechanics men or material men to attach to raid premises; to pay to the Mortgages. as hereinafter provided, inti said note is fully paid, (1) a sum sufficient to pay all taxes at a gasessments 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 Manager on account of the ownership thereof; (2) a sum sufficent to keep all buildings that may at any time be on said premise during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amourts, as may be required by the Mortgagee.

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

Provious Editions Obsolete Initial(s)

Page 1 of 4

Loan #: 706596-2

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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 Fremium payments.

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

And said Mortgagor covenants and agrees:

Homestead Exemption Laws of the State of illinois, which said rights and benedts the said Mortgagor does hereby expressly eds to sustive yd bras rebnu asflened bras aldgir lla mort cert To have and to hold the above-described premises, with the appurionances and fixinces, unto the said Mortgages, its successors and assigns, for the purposes and uses herein set forth,

Together with all and singular the tenements, hereditaments and appare Areces thereunto belonging, and the rents, lasues, and profits the soft and all apparatus and fluctures of svery kind for the purpose of sup, if you distributing heat, light, water, or power, and all plumbing and other fluctures in, or that may be place in, any building now or hereafter attaing on said land, and also all the estate, right, title, and other fluctures in, or that may be place in, any building now or hereafter attaing on said land, and also all the estate, right, title, and interest fluctures in and to said premises.

PERMANENT INDEX NUMBER:

COMMON PROPERTY ADDRESS:

700 WEST ELITERSWEET PLACE, UNIT # 608 CHICAGO, ILLINOIS 60613-2380 14-16-304-042-1067, VOLUME 478

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or at such other place as the holder may designate in writing, and delivered; the suid principal and interest being payable in monthly installments of THREE HINNED FIFTY EIGHT AND 15/100 Deliming (\$358,15)

beampie to the order of the Mortgages at its office in 125 EAST WELLS STREET, MILWAUKEE, WISCONSIN 53201 10.500%) per annum on the unpaid balance until paid, and made payable with interest at the rate of *SEE BELOW per centum (Dollara (00.00p,SE *)

Witnesseth: That whereas the Mortgager is justly indebted to the Mortgages, as is evidenced by a certain promissory note bearing even a herewith, in the principal sum of THIRIY TWO THOUSAND FOUR HANDRED AND 00/100 date herewith, in the principal sum of

MOTURAGE. a corporation organized and existing under the laws of the state of RHODE ISLAND

THERE WORKENER CORP.

ROCHELLE G. WOODING, DIVORCED NOT SINCE REMARRIED March JO AND This indenture, Made this

ADD FHA RIDER
THIS MORTGAGE IS BEING RE-RECORDED TO Eile Munber: 5037616-162

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State of Illinois

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In case of the refusal or neglect of the Mortyla or to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgageo may pay such taxes, assessments, and insurance premiums, when due, and may make such, repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the safe of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided however tall other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeithire of the said promises or any part thereof to satisfy the same.

And the said Morking r further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date

That, together with, and in a lq, ien to, the monthly payments of principal and interest payable u.de. the terms of the note secured hereby, the Mortgagor will p.y. to the Mortgagoe, on the first day of each month until the said rectains fully paid, the following sums:

- (a) An amount sufficient to provide the hoal of hereof with funds to pay the next mortgage insurance premium of his instrument and the note secured hereby are insured, or a mostlily charge (in lieu of a mortgage insurance premium) of they are hold by the Secretary of Housing and Urban Development, as follows:
- (I) If and so long as said note of even date and this in triment are insured or are reinsured under the provisions of the reational Housing Act, an amount sufficient to accumulate in the
 hands of the holder one (1) month prior to its due date the anrainal mortgage insurance premium, in order to provide such
 holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing
 Act, as amended, and applicable Regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mertgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) or one-half (1/2) per centum of the average outstanding balance due on the note compiled without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be hold by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payment mentioned in the two proceding subsections of this paragraph and all payments to be made under the note

seri tod he oby small or added together and the aggregate amount thereof shall be applied by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby;
 - (IV) amortization of the principal of the said note; and
 - (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Morigagor prior to the due date of the next such payment, constitute an event of definit under this mortgage. The Mortgages may collect a "late charge" not to exceed four cents (44) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Martgagor under subsection (b) of the preceding paragraph shall exceed the 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 subanquent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground routs, taxes, and assessments, or maurance promiums, as the case may be, when the same shall become due and payable, the Mortgagor shall pay to the Mortgagoe any amount necessary to make up the deterency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagne, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagoe has not income obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the previsions of subsection (b) of the preceding p tragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hardly, or if the Mortgagee acquires the property otherwise after docar, the Mortgagoe shall apply, at the time of the commencemont of a ch proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under sub-action (b) of the preceding paragraph as a credit against the atrous' of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made unit. stimuction (a) of the preceding paragraph.

And as additional activity for the payment of the indebtedness aforesaid the Mortgagor dies farmby assign to the Mortgagoe all the rents, issues, and profit from due or which may herester become due for the use of the progress hereinabove described.

That he will keep the improvendant new existing or hereafter erected on the mortgaged property, has sad as may be required from time to time by the Mortgagee age of loss by fire and other hazards, casualties and contingence in a such amounts and for such periods as may be required by the hortgagee and will pay promptly, when due, any premiums on such insurance provides ion for payment of which has not been made bereinbefore.

Page 2 of 4

Loan #: 706596-2

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All insurance shall be carried a companies approved by the Mortgagee and the policies and renewals hereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. If event of loss Mortgager will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option withor 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 Mortgager 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 eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full arguint of indebtedness upon this Mortgage, and the Note sector hereby remaining unpaid, are breely assigned by the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured berely, whether due or not.

The Mortgagor further agraes that should this mortgage and the note secured hereby not be of gille for insurance under the National Housing Act within NINDY2 (90) days from the date hereoft written statement of any officer of the Department of Housing and Urban Development or antiorized agent of the Secretary of Housing and Urban Development dated subsequent to the NINETY (90) days' time from the dated subsequent to the NINETY (90) days' time from the dated subsequent conclusive proof of such ineligibility), the Mortgage or the holder of the note may, at its option, declare all such as curred 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 breight 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 Mortgageo 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 Mostgagee in possession of the premises, and without regard to the value of said promises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgages in роззовsion of the premises, or appoint a receiver for the benefit of the Martgagon with power to collect the rants, issues, and profits of the said promises 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, usues, and profits when collected may be applied toward the payment of the indebtedness, coles, taxes, taxulacce, 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 ponding to foreclose this mortgage or a subsequent martgage, 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 Mortgagee; lease the said premises to the Mortgagee 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 Mortgages in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stanographors' fees of the complanant 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 Mortgages 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 Mortgages, so unde parties, for services in such suit or proceedings, shall be a further hen and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured bereby 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 such made in pursuance of any such decree; (1) All the costs of such sait or sunts, advertising, sale, and conveyance, including attorneys, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the mortgage 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 indebtodness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, mail then be paid to the Mortgager.

if Mortragor shall pay said note at the time and in the manner aforested and shall abide by, comply with, and duly perform all the coverest and agreements herein, then this conveyance shall be null that you do not Mortgager will, within thirty (30) days after written deman if the refer by Mortgager, execute a release or satisfaction of this reorigage, and Mortgager hereby waives the benefits of all state the or laws which require the earlier execution or delivery of such always or satisfaction by Mortgages.

It is expressly agreed int no extension of the time for payment of the debt hereby secures given by the Murtgages to any successor in interest of the Martgagor shall operate to release, in any manner, the original limitity of the Martgagor.

The covenants herein contained she'l' bind, and the benefits and advantages shall mure, to the respective heirs, executors, additional ministrators, 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 formula.

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Page 3 of 4 Loan #: 706596-2

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DOCHET I	E G. WOODING	(SEAL)		[SEAL.]
				(SEAL)
State of Illi) es	:		
County of	Cook			
MOCK Jairanti who that f	we name S ¹ 2 S he wigned, waled, and	OCHELLE G. WOODING, D. subscribed to the foregoing insidelivered the said instrument as	trament, appeared before me this da i her free and voluntary	known to me to be the same
	forth, including the release ider my hand and Morrial	and waiver of the right of homes Seal this 31ST	stend. day MARCH	, А.О. 19 89 .
KV	Official Geal Theeri E. Horniz Ublic State of Illinois SSIGH ESP. APR 22,1992	72 -	Notary Putako	
Doc. No.		25.3d for Record in Re	corder's Office of	
		County	, lilinois, on the day of	A.D.19
ut	ałciock	m., and duly recorded in Be	ook of	page
			Olyna Clarks	

Page 4 of 4 Loan #: 706596-2 16.63-681 16M(10-85 Edition) 24 CFR 203 17(a)

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10040.00009 WESTERN AVE.
CHICAGO, ILLINOIS 60643

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UNO FREDZIORY AGREMENTO PY

"THE MORTGAGOR FURTHER COVENANTS THAT HE WILL PAY HIS SHARE OF THE COMMON -EXPENSES OR ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS AS PROVIDED IN THE INSTRUMENTS ESTABLISHING THE CONDOMINIUM.

THE REGULATORY AGREEMENT EXECUTED BY THE ASSOCIATION OF OWNERS AND ATTACHED TO THE PLAN OF AFARTMENT OWNERSHIP (MASTER DEED OR ENABLING DECLARATION)

RECORDED ON JUNE 18, 1979, IN THE LAND RECORDS OF THE COUNTY OF

COOK ILLINOIS, IS INCORPORATED IN

AND HADE A PART OF THIS HORIGAGE (DEED OF TRUST). UPON DEFAULT UNDER THE REGULATORY AGREEMENT BY THE ASSOCIATION OF OWNERS OR BY THE HORIGAGOR (GRANTOR) AND UPON REQUEST BY THE FEDERAL HOUSING COMMISSIONER, THE MORIGAGEE, AT ITS OPTION MAY DECLARE THIS MORIGAGE (DEED OF TRUST) IN DEFAULT AND MAY DECLARE THE WHOLE OF THIS INDESTRUCTIONS ASSOCIATION OF DUE AND PAYABLE.

AS USED HYADIN, THE TERM 'ASSESSMENTS' EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS, SHALL HEAN "SPECIAL ASSESSMENTS" BY STATE OR LOCAL COVERNMENTAL ADENCIES, DISTRICTS OR OTHER PUBLIC TAXING OR ASSESSING BODIES."

ROCHELLE G. WOODING, DIVORCID NOT SINCE REMARKIED

Signed and sworn to before me, a Notary Public, in and for the County of Cook, State of Illinois, this 31st day of March, 1989.

KATHLEEN E. HORNE, NOTARY PUBLIC

DEFT-01
T#1111 TRAN 8772 04/03/87 14:50
#7780 # FA # - GF-14-4-76
COUK COUNTY RECORDER

OFFICIAL SEAL
KATHLEITE THORNE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR.22,1992

MHICHOPENSION SPECIAL VICE FROM STANDARD STANDA

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Mail to; BOX 295

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FMC# 706596-2	landa and a final design and the second and the sec
•	I made part of The Mortgage, Nortgage Deed,
•	or Vendor's Lien (the "Security Instrument")
between ROCHELLE G. WOODING	, DIVORCED AND NOT SINCE REMARRIED (the
"Borrower") and Fleet Mortgag	ge Corp. (the 'Lender') dated MARCH 31
19 89, revises the Security	y Instrument as follows:
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The Landow shall suith	the arter approval of the Rederal
Housing Commissioner, o	the prior approval of the Federal or his designee, declare all sums
secured by this Security	Instrument to be immediately due a part of the property is sold or
otherwise transferred (other than by devise, descent or
operation of law) by the of sale executed not late	e Borrower, pursuant to a contract er than 12 months (24 months if the
property is not the print	cipal or secondary residence of the e on which the Security Instrument
is executed, to a pure	chaser whose credit has not been
approved in accordance Commissioner.	with the requirements of the prof-01 \$17.0
	TRILL (1991) 1976 97/29/69 13 58 000
Dated MARCH 31	COOK COUNTY HE COMPER
Dated MARCH 31	, 19
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& x	Tachelle . V. Donoting
14/ K	Borrower ROCHELLE G. WOODING, DIVORCED AND NOT
F. S. J. F. S.	
Ĭ	Borrower
	SIGNED AND SWORN TO BEFORE ME, A NOTARY PUBLIC,
	IN AND FOR THE COUNTY OF COOK, STATE OF ILLINOIS,
, in e	THIS 31ST DAY OF MARCH 1989
1996 - 1996 - 1996 A.M. IMM 17 - 1996	
	NOTARY PUBLIC
•	COMMISSION

PS-592 (2/89) FHA Multistate Assumability Rider

BOX 295

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OFFICIAL SEAL KATHLEEN E. HORNE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR.22, 1992

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