

UNOFFICIAL COPY

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PLEASE RETURN TO:-
MORTGAGE FEDERAL SAVINGS BANK
1131 CHICAGO AVENUE
EVANSTON, IL. 60202.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 JUL 18 PM 1:45

89325614

89325614

5167082

MORTGAGE

paid

15.00

THIS MORTGAGE ("Security Instrument") is given on JULY 18, 1989
 by JACK B. LEVIE AND EUNICE D. LEVIE, HIS WIFE
 ("Borrower"). This Security Instrument is given to
MORTGAGE FEDERAL SAVINGS BANK, which is organized and existing
 under the laws of THE UNITED STATES OF AMERICA and whose address is
1210 CENTRAL AVENUE, MILWAUKEE, ILLINOIS 60001 ("Lender")
 Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100
450,000.00 Dollars (U.S. \$). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on NOVEMBER 01, 2013. 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 debts, 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 21 IN MITCHELL AND FOSTER'S SUBDIVISION OF LOTS 6 TO 24 BOTH INCLUSIVE
 IN BLOCK 6 AND ALL OF BLOCK 7 TOGETHER WITH THE VARIOUS PUBLIC THOROUGHFARES
 IN SAID SECTION IN THE EAST PORTION 1/2 OF THE SOUTHEAST QUARTER
 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN COOK COUNTY, ILLINOIS.

PRECEDENCE TEL #: 85-33-413-016

which has the address of 2741 HICK AVENUE EVANSTON
(Street) (City)
 Illinois 60201 ("Property Address")
(For Code)

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

Borrower covenants that Borrower is lawfully seized 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.

MD 176

ILLINOIS—Single Family—FRMA/PUBLIC UNIFORM INSTRUMENT

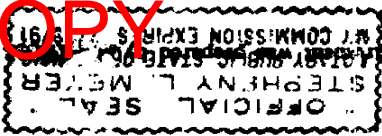
Form 3014 12/88
COPY SENT BY STILES AND POLAK
CHICAGO, IL

89325614

FOR MORE INFORMATION CONTACT THE CLERK OF COURT

2/8/89

COOK COUNTY Clerk's Office



Notary Public
Stephen L. Meyer
(Seal)

My Commission Expires: 11-15-11

Witness my hand and official seal this _____ day of _____, 2011

They, (she, they) executed said instrument for the purpose and uses therein set forth.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JAMES D. LEVINS AND BARBARA D. LEVINS, HIS WIFE, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be THEIR free and voluntary act and deed and that

STATE OF _____
COUNTY OF _____

[Space Below This Line For Acknowledgments]

BARBARA D. LEVINS
(Seal)
Barbara D. Levins

JACK B. LEVINS
(Seal)
Jack B. Levins

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.

- [X] Others (Specify):
- Graduate Student Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider

23. Refer to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check appropriate box(es))

22. Waiver of Homeowner's Lien. Borrower waives all right of first refusal or other exemption in the Property. Lender shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender shall be entitled to all expenses incurred in pursuing this Security Instrument by judicial proceeding.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time before the date specified in paragraph 19, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument. Lender shall be entitled to all expenses incurred in pursuing this Security Instrument by judicial proceeding.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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 Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may 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 accelerate and the right to assert in the foreclosure proceeding the non-acceleration 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. Lender shall be entitled to all expenses incurred in pursuing this Security Instrument by judicial proceeding.

Lender shall be entitled to all expenses incurred in pursuing this Security Instrument by judicial proceeding, including, but not limited to, reasonable attorneys' fees and costs of title examination.

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89335614

Property of Cook County Clerk

195225614

1. Payment of Principal and Interest - Borrower shall promptly pay when due the principal or net interest on the debt evidenced by the Note and any payment and late charge. Borrower shall pay the principal or net interest on the debt evidenced by the Note and any payment and late charge. Borrower shall pay one-twelfth (1/12) of the monthly payments on the Note and any payment and late charge. Borrower shall pay mortgage insurance payments or ground rents on the Property, if any. There items are listed "Other Items" below. Lender may estimate the future amount of items of current data and reasonable estimation of future amount.

2. Funds for Taxes and Insurance - Subject to applicable law or a written waiver by Lender, Borrower shall pay the principal or net interest on the debt evidenced by the Note, and the Note is good as to the "Funds" equal to one-twelfth (1/12) of the monthly payments and assessments which may accrue on the Property. Lender shall estimate the future amount of items of current data and reasonable estimation of future amount.

The Funds shall be held in an institution of which the name and account of which are provided or guaranteed by a federal or state agency (including Lender if Lender is such an institution) and shall apply to pay the entire items. Lender may not charge for holding and applying the Funds, and shall apply the Funds to pay the entire items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make with a charge. Borrower and Lender may agree in writing that interest will 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 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 debt to the Funds was made. The Funds are pledged in addition to the Funds secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the late mortgage payments of Funds payable prior to the due date of the mortgage items, shall exceed the amount required to pay the entire items with due, the entire shall be at Lender's option, either promptly repaid to Borrower or credited to Borrower in monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the entire 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.

The entire amount in full of all sums secured by the Security Instrument, Lender shall promptly refuse to accept any application or agreement against the sums secured by this Security Instrument.

3. Application of Payments - Unless applicable law provides otherwise, all payments received by Lender under paragraph 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. Property Taxes - Borrower shall pay all taxes, assessments, charges, bills and expenses attributable to the Property, including property taxes, on the Property. Borrower shall promptly pay to principal due.

5. Property Insurance - Borrower shall promptly pay to principal due the entire amount of the premiums on all fire and theft policies covering the Property, including the Property. Borrower shall promptly pay to principal due the entire amount of the premiums on all fire and theft policies covering the Property, including the Property. Borrower shall promptly pay to principal due the entire amount of the premiums on all fire and theft policies covering the Property, including the Property.

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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 amount disbursed by Lender under this paragraph 7 shall become an 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.

8. Precondition and Maintenance of Property; Leasehold - 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.

9. 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 9, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 9 shall become an 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.

10. Release of Lender and Borrower - If an application of proceeds to principal shall not extend or satisfy paragraph 1 or 2 of the Security Instrument, 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.

11. Restoration and Maintenance of Property; Leasehold - 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.

12. Restoration and Maintenance of Property; Leasehold - 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.

13. Restoration and Maintenance of Property; Leasehold - 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.

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15. Restoration and Maintenance of Property; Leasehold - 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.

16. Restoration and Maintenance of Property; Leasehold - 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.

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18. Restoration and Maintenance of Property; Leasehold - 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.

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20. Restoration and Maintenance of Property; Leasehold - 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.

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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 Lender's written agreement or applicable law.

8. Inspection. 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 consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. 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 liability 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 forbearance 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 Inured; 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, perfect 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 or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 strictly 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. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it by first class 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 first class 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 Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest to 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 written 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 notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed 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.

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' fees; 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.

H412564A

8932561A

BORROWER BERNARD D. LEVIE

Bernard D. Levie

BORROWER JACK S. LEVIE

Jack S. Levie

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Upon payment of all sums secured by this Mortgage and pay-
ment of a reasonable fee for preparation of the release
deed, Lender shall release this Mortgage. Borrower shall
pay all costs of recordation.
If the Federal Home Loan Mortgage Corporation buys all or
some of the Lender's rights under the Mortgage (or Trust
Deed) and Note, the promises and agreements in this Rider
will no longer have any force of effect.

Borrower and Lender agree that covenant 21 of the Mortgage
shall only be given effect if the Note secured by this Mortgage
is sold or assigned, either in whole or in part, to either the
Federal National Mortgage Association or the Federal Home Loan
Mortgage Corporation and that otherwise the following provisions
shall apply to a release of Mortgage:

741 HUD AVENUE
EVANSTON, IL 60201

THIS RIDER is incorporated into a certain Mortgage dated
of even date herewith given by the undersigned to secure loan
indebtedness; said Mortgage encumbers real property commonly
described as:

RELEASE FEE RIDER

5197082

~~07/14/84~~

07/14/84

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PML

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