Vhen Recorded Mail To

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450 90600718

Prepared by: CAROL M. TASHARSKI 1520 KENSINGTON ROAD

SUITE 300

OAK BROOK, IL 605210000

(Space Above This Line For Recording Data)

MORTGAGE

\$ 16.00

DOC. 020

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 07, 1990** RANDELL G. MORELLI AND KATHLEEN A. MORELLI, HUSBAND AND WIFE The mortgager is

("Borrower").

This Socurity Instrument is given to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK , which is organized and existing under the laws of THE UNITED STATES OF , and whose address is 230 MARKET STREET, SAN FRANCISCO, CA 94102 AMERICA ("Lender"), Barrower owes

Borrower's note date the same date as this Security Ins rument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with in erest, and all renewals, extension and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to ore cet the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Institutional and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londor the following described property located in COOK

LOT 15 IN BLOCK 12 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO A SUBDIVISION OF THE EAST 1/2 OF THE MORTH EAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE TH'RD PRINCIPAL MERIDIAN, 1830 DEC 11 BM 1: 41 80 C IN COOK COUNTY, ILLINOIS.

Permanent Tax Number:

19-22-218-033-0000

which has the address of

6542 SOUTH KEDVALE CHICAGO, IL 60629-0000

("Property Address");

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

Borrower Covenants that Borrower is lawfully seized of the estate hereby convoyed 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 Socurity 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.

CLOSER ID: 10253

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Property of County Clerk's Office

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 of

and interest on the debt evidenced by the Note and any propayment 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 Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twellth of: (") yearly taxes and assessments which may attain priority over this Socurity Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (e) yearly hazard insurance promiums; and (d) yearly mortgage insurance promiums, if any. These items are called "escrow items." Londor may astimate the Funds due on the basis of current data and reasonable estimates of future escrew items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a lederal or state agency (including Londor if Lender is such an institution). Lender shall apply the Funds to pay the escrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds

and applicable law permits Lendor to make such a charge.

A charge assessed by the Lender in connection with Borrower's entering into this Security Agreement to pay the cost of an

independent tax reporting service shall not be a charge for purposes of the preceding sentence.

Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Dorrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the oscrow items, shall oxc out it a amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or cradified to Borrower on monthly payments of Funds, If the amount of the Funds held by Londor is not sufficient to pay the escrew items when die, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

required by Londor.

Upon payment in full of all time secured by this Security Instrument, Lender shall promptly relund to Borrower any Funds held by Londor. If under Paragraph 19 the Fregority is sold or acquired by Londor, Londor shall apply, no later than immediately prior to the safe of the Property or its acquisition by Lander iny Funds held by Londor at the time of application as a crodit against the sums secured by this Socurity Instrument.

3. Application of Paymonts, Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to late charges due und r the Note; second, to propayment charges due under the Note; third, to amounts payable

under Paragraph 2; fourth, to interest due; and late, 'o principal due.
4. Charges; Lions, Borrower shall pay all tayus, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and I leadehold payments or ground reads, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly lurnish to Lender all notices of incums to be paid under this paragraph. If Borrower makes these payments

directly, Borrower shall promptly furnish to Londer receipts ov'dracing the payments.

Borrower shall promptly discharge any lien which has progrity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien or for feiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Londer determines that any part of the property is subject to a lien which may attain priority over this Security Instrument, Londor may give Borrower a notice identifying the ier. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance, Borrower shall keep the improvements now existing of percenter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance corrier providing the insurance shall be chosen

by Borrower subject to Lender's approval which shall not be unreasonably withhold.

All insurance policies and renewals shall be acceptable to Lender and shall include a stradard mortgage clause, Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Legider. Lender may make proof of loss if

not made promptly by Barrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to respection or repair of the Property damaged, if the restoration or repair is economically feasible and Lander's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum; secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or dreamet answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insulance proceeds. Lender muy use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend a vostpone the due date of the monthly payments referred to in Paragraphs I and 2 or change the amount of the payments. If under Paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Londor to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds, Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to

the morgor 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 logal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Londor may do and pay for whatever is necessary to project 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 attorney's fees and entering on the Property to make repairs. Although Londor may take action under this Paragraph 7, Londor does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional dobt of Borrower secured by this Security Instrument, Unless Borrower and Lender agree to other forms of payment, those 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 Londor 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 Londor'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. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, are hereby assigned and shall be paid to Londer.

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 Londer to Borrower that the condemner offers to make an award or sottle a claim for damages, Borrower fails to respond to Londer within 30 days after the date the notice is given, Londer 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 Nr. Released; Ferbearance By Lender Net a Waiver, Extension of the time for payment or modification of amortization of the sures soluted 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 commonce proceedings against any successor in inferest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reasons, any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remody shall not be a waiver of or proclude the exercise of any right or remody.

11. Successors and Assigns Dound; Join! and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the fact score 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 cosigns this Security Instrument but does not execute the Note: (a) is cosigning 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, notify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consert.

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 for 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. Londer may choose to make this refund by reducing the principal ewed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment charge under the Note.

13. Legislation Affecting Londor's Rights. If onactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Londor, 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 Londor

exercises this option, Londer shall take the steps specified in the second part ger phot Paragraph 17.

14. Notices. Any notice to Borrower provided for in this 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 Sourity Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Sovernbility. This Security Instrument shall be governed by rederal 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 service given effect without the conflicting

provision. To this end the provisions of this Security Instrument and the Note are declared to be sever. No.

16, Borrowor's Copy. Borroworshall be given ana conformed copy of the Note and of this Socurity Instrument.

17. Transfer of the Property or a Boneticial Interest in Borrower, If all or any part of the P operty 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 orsen) without Lender's prior written consent, Lender may, at its option, require immediate payment in tull 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, Londer shall give Borrower notice of accoleration. The notice shall provide provide priod of not 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 domand on Borrower.

18. Borrower's Right to Reinstate. Il 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 Londer 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, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Londer'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.

UNOFFICIAL CORY I &

Non-Uniform Covenants, Borrower and Lender Jurther covenant and agree as follows:

- 19. Acceleration; Remedies. Londer shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Socurity 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 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, Ioreclosure 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, Londer at its option may require immediate payment in full of all sums secured by this Socurity Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including but not limited to, reasonable afterney's fees and costs of title evidence.
- 20. Lender in Possession. Upon acceleration under Paragraph 19 or abandenment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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 rents collected by Londer or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not fimited to, receiver's loss, premiums on receiver's bonds and reasonable atterney's loss, and then to the sums secured by this Security Instrument.

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

22. Waiver of flowestead, Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument, Il one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of disgreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument, (Chock applicable box(es))

	☐ Adjustable Rate Rida. ☐ Graduated Payment Aider ☐ Other(s) (specify)	Condominium Rider Planned Unit Devolupment Rider Convertible Rider	1-4 Family Rider	
in any ride	By Signing Below, Borrower ader(s) executed by Borrower and re	cortrund agrees to the terms and covenant	s contained in this Socurity Instrumen	t and
Rane	dell B. Morell.	0/		
RANDELL Kat	G. MORELLI Den a. More	lli.		Date
KATHLEE	N A. MORELLI	40%		Date
				Date
		(Space Below This Line For Acknowledgment)	45	Date
STATE OF	7 ILLINOIS		U _{Sc.}	
COUNTY	of COOK	§ ss.	Co	
. Meler HAT-Ra	ndersigner Morra	RY PUBLIC IN AND FOR SAID COUNT AND FOR SAID COUNT PERSONAL	Y AND STATE DO HEREBY CERT LLL, NUMBER AND USE LY KNOWN TO ME TO BE THE SA	TFY L AME
PERSONS V N PERSON PREE AND	VHOSE NAMES ARE SUBSCRIE , AND ACKNOWLEDGED THA	SED TO THE FOREGOING INSTRUMEN AT THEY SIGNED AND DELIVERED T USES AND PURPOSES THEREIM SET I	IT, APPEARED BEFORE ME THIS I HE SAID INSTRUMENT AS THEIR	
лу сомм	ission expires: 15/19/9/	Jotal CU	a a Killie	
	·	"OFFICIAL SEAL" PATRICIA A. KELLY		

Notary Public, State of Illinois
My Commission Expires 3/12/91

CLOSER 10: 10253

FNMA/FHLMC Unitorm instrument 3014 12/83
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Property of Coot County Clerk's Office

1-4 FAMILY RIDER (Assignment of Rents)

DOC. 022

THIS 1-4 FAMILY RIDER is made this 7TH day of DECEMBER, 1990 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 FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

(the "Londor") of the same date and covering the property described in the Security Instrument and located at:

6542 SOUTH KEDVALE CHICAGO, IL 60629-0000

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change, Borrower shall comply with all laws, ordinarios, regulations and requirements of any governmental body applicable to the Property

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the

Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENTUOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROW CR'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMEN'TOE LEASES, Upon Londor's request, Borrower shall assign to Londor all leases of the Property and all security deposits made in ronjection with leases of the Proporty. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing is as and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RIN'S Borrower unconditionally assigns and transfers to Lender all the routs and revenues of the Property. Borrower authorizes Londer or Londer's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the banefit of Lender and Borrower This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Londor gives notice of breach to Borrower: Dall rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each traint of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the ranks and has not and will not perform any act that would prevent

Londor from oxorcising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may to sat any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or renedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Socurity Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breact und ir any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invehency of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provision contained in this 1-4 Family Rider.

Redal DM M.	175
Randell S. Morell' RANDELL G. MORELLI	Date
Kathleen a. Morelli	Date
	Date
	Date

CLOSER 10: 10253

FNMA/FHLMC Uniform Instrument 3170 10/85 - 1-4 Family

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COPY 01 OF 03

Loan # 0048079106

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