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COOK COUNTY, ILLINOIS

MAR 13 1990 11:06

DOCUMENT BEING RERECORDED TO ADD
MORTGAGOR'S NAME TO NOTARY SECTION

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\$20.00

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State of Illinois

MORTGAGE

FHA Case No.
131:5948839 703

THIS MORTGAGE ("Security Instrument") is made on FEBRUARY 05TH, 1990.
The Mortgagor is ABEL CRUZ, GRACIELA CRUZ, HIS WIFE AND PABLO M. PEREZ, MARRIED TO TERESA MUNOZ

whose address is 14141 MANISTEE, BURNHAM, IL 60633
FIREMAN'S FUND MORTGAGE CORPORATION

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of DELAWARE , and whose
address is 27555 FARMINGTON ROAD/P.O. BOX 1505, FARMINGTON HILLS, MICHIGAN 48333 ("Lender"). Borrower owes Lender the principal sum of

SIXTY SEVEN THOUSAND FIVE HUNDRED SEVENTY THREE AND 00/100 Dollars (U.S. \$ 67,573.00). 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 FEBRUARY 01ST, 2020. 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 sums, with interest, advanced under paragraph 6 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 TEN (10) IN BLOCK FOUR (4), IN FORD CITY TERRACE, A SUBDIVISION OF THE SOUTHWEST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION SIX (6), TOWNSHIP THIRTY SIX (36) NORTH, RANGE FIFTEEN (15) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
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30-06-122-010-0000 VOL. 220

which has the address of 14141 MANISTEE, BURNHAM
Illinois 60633
(ZIP Code), ("Property Address");

[Street, City],

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.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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BOX 333 - TH

OAK FOREST, IL 60452
4849 W. 167TH STREET
CAROL WEBB
FIREMAN'S FUND MORTGAGE CORPORATION

This instrument was prepared by: AND WHEN RECORDED, RETURN TO:

Given under my hand this day of FEBRUARY 05TH 1990
Signed and delivered the foregoing instrument, appeared before me this day in person, and acknowledged that he
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s)
My Commission expires:
Notary Public
Barbara E. Blakely
State of Illinois
My Commission Expires 9/16/90

Given under my hand this day of FEBRUARY 05TH 1990
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.
I, *Barbara E. Blakely*, Notary Public, State of Illinois
a Notary Public in and for said county and state do hereby certify
that *Barbara E. Blakely* is a Notary Public in and for said county and state.

STATE OF ILLINOIS, *Barbara E. Blakely*
County ss: COOK
HOMESTEAD RIGHTS AND ANY AND ALL MARITAL RIGHTS.
Page 80WY SOLLEY AS PURPOSE OF MAINTAINING ANY AND ALL
TERESA MUÑOZ, HIS WIFE NOT AS A MORTGAGEE
(Seal)

PABLO M. PEREZ
Borrower
(Seal)
GRACIELA CRUZ
Borrower
(Seal)
ABEL CHOI
Borrower
(Seal)

Witnesses: *Barbara E. Blakely*
BY SIGNING BELOW, Borrower accepts to the terms contained in this Security Instrument and in any rider(s)
executed by Borrower and recorded with it.

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants
and agreements of this Security Instrument, if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]
Planned Unit Development Rider Graduated Payment Rider Other Growing Equity Rider
Conditional Rider Adjustable Rate Rider FHA ACCELERATION RIDER

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this
Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies
provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
without charge to Borrower. Borrower shall pay any recording costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this
Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies
provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Preservation and Maintenance of the Property, Leuseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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8. Fees, Lender may collect fees and charges authorized by the Secreterary.

9. Grounds for Acceleration of Debt.

(a) Default, Lender may accelerate payment in full of all sums secured by the Secreterary in the case of payment defaults, require immediate defauults by failing to pay in full any monthly payment required by this Security instrument.

(b) Sale Without Credit Approval, Lender shall, with the prior approval of the Secreterary, require immediate payment in full of all the sums secured by this Security instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment, or

(ii) Borrower defauults by failing to pay in full of the next monthly payment, or

(iii) Borrower defauults by failing, for a period of thirty days, to perform any other obligations contained in this Security instrument.

(d) No Waiver, If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights to subsequent events.

(e) Non-Performance, If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not refuse to pay an amount due under the Note or this Security instrument, This right applies even after foreclosure proceedings are instituted.

(f) Remedies, Lender has a right to be reinstated if Lender has repossessed payment in full because of nonforeclosure.

(g) Release of Part of HUD Security, In many circumstances regularizations issued by the Secreterary will limit Lender's rights to accelerate payment in full and foreclose on real property if not paid. This Security will remain in effect until Lender's rights do not affect the payment of the Note or this Security instrument in the case of part of the Secreterary.

(h) Regularization as of HUD Security, Lender does not waive its rights to require immediate payment in full and foreclose on real property if not paid, if there is no concurancy of sale.

(i) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secreterary.

(j) Non-Acceptance of Lender, If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not accept the Note or payment in full and foreclose on real property if not paid, Lender may require immediate payment in full and foreclose on real property if not paid, if there is no concurancy of sale.

10. Remedies, Borrower fails to pay an amount due under the Note or this Security instrument, This right applies even after foreclosure proceedings are instituted.

11. Borrower Not in a Waiver, Extension of the time of payment of principal or modification of Borrower's rights will operate to release the liability of the Lender to any successor in interest of Borrower that does not agree to pay an amount due under the Note or this Security instrument in full and foreclose on real property if not paid.

12. Successors and Assigns Bound; Joint and Several Liabilities, Co-Signers, The co-signers of this Security instrument shall bind and benefit from the successors and assigns of Lender and Borrower. The co-signers of this Security instrument shall bind and benefit from the successors and assigns of Lender and Borrower.

13. Notices, Any notice to Borrower provided for in this Security instrument shall be given by delivery in writing to the address stated in the Note or this Security instrument or by any other method specified in the Note or this Security instrument.

14. Governing Law; Severability, This Security instrument shall be governed by federal law and state law of the jurisdiction in which the Property is located. In the event that any provision of this Security instrument or the Note contravenes federal law, such conflict shall not affect other provisions of this Security instrument or the Note which can be severed.

15. Borrower's Copy, Borrower shall be given one copy of this Security instrument.

16. Assignment of Rents, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the property to Lender or Lender's assignee in the manner set forth in paragraph 16.

17. Borrower gives notice of breach to Borrower: (a) all 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 Secretery instrument, (b) Lender shall be entitled to collect all rents due and receive all of the rents of the property, and (c) each tenant of the Secretery instrument shall pay all rents due to Lender.

18. Lender's Right to Enter Upon, Lender has the right to enter upon the property at any time here is a breach. Any application of the proceeds to the property shall not waive any right or remedy of Lender.

19. Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach of rents shall terminate when the debt secured by the Secretery instrument is paid in full.

20. Borrower has not exercised any rights under this paragraph 16.

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MP 569 09926 FHA Acceleration Rider - Multistate

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Leave blank for acknowledgement

IN WITNESS WHEREOF, the Mortgagor has executed this Acceleration Rider.

Mortgagor
ABEL CRUZ
(Seal) *Pablo M. Perez*

Mortgagor
GRACIELA CRUZ
(Seal) *Pablo M. Perez*

Mortgagor
TERESA MUÑOZ, HIS WIFE, NOT AS A MORTGAGOR
BUT SOLELY AS PURPOSE OF MAINTAINING ANY AND
ALL HOMESTEAD RIGHTS AND ANY AND ALL
MARRITAL RIGHTS.

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Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 90 DAYS from the date hereof, Lender may at his option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary shall be made subsequent to 90 DAYS from the date hereof, to insure the Secrecy of such instrument and the note secured thereby, shall be deemed conclusive proof of such intelligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to permit a mortgagee insurance premium to the Secretary.

Mortgagor further covenes and agrees as follows:

AND DEED COVENANT. In addition to the covenants and agreements made in the instrument, Mortgagor and

(Property address)

1414 MAIN STREET, BURNHAM, IL 60633

(the "Mortgagor") and covering the property described in the instrument and located at:
FIREMAN'S FUND MORTGAGE CORPORATION, A DELAWARE CORPORATION,
Note (the "Note") or the same date to

This Acceleration Rider is made this 05TH day of FEBRUARY , 19 90 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's

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FHA ACCELERATION RIDER

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STATE OF ILLINOIS

COUNTY OF COOK

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY
THAT TERESA MUÑOZ, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT
SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES
AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 24TH DAY OF JANUARY, 1990

NOTARY PUBLIC

Carol A. Weller

My Commission Expires 4/21/92
Notary Public, State of Illinois
Carol A. Weller

"OFFICIAL SEAL"

30113452

STATE OF ILLINOIS

COUNTY OF COOK

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY
THAT TERESA MUÑOZ, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT
SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES
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Notary Public, State of Illinois
Carol A. Weller

"OFFICIAL SEAL"

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NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.

MORTGAGE RIGHTS AND ANY AND ALL MARTIAL RIGHTS.
NOTICE: This Rider amends a provision to the instrument allowing notice to the mortgagee to require payment of the note in full upon transfer of all or part of the property.

THERESA MINOZ, HIS WIFE, NOTARIAL MORTGAGOR CRAGLETA CRUZ Mortgagor
BUT SOLELY AS PURPOSE OF MAINTAINING ANY AND ALL
(S6A1) (S6A1) (S6A1)

PABLO M. PEREZ Mortgagor ABEL CRUZ Mortgagor
(S6A1) (S6A1)

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

(1) The Property is not occupied by the purchaser of grantee as
title or her primary or secondary residence, or the purchaser
has not been approved to occupy the property but has or her credit
or grantee does not meet the requirements of the regulations of
the Secretary of the Security and Finance Commission which regulate
the Secrecy.

(2) All or part of the property is otherwise transferred (other
than by devise or descent) by the testator, and

Lender shall, if permitted by applicable law and with the prior
approval of the Security and Finance Commission, make payment in full of
all the sums secured by this Security Instrument if it:

9(b) SALE WITHOUT CREDIT APPROVAL

AMENDED COVENANT. In addition to the covenants and agreements made in
the instrument, Mortgagor and Mortgagor further covenant and agree as
follows:

PROPERTY ADDRESS: 1414 MANISTEE, BURNHAM, IL, 60633

Covering the property described in the instrument and located at:
FIRMAN'S END MORTGAGE CORPORATION (the "Mortgagee") and

FEBRUARY 19 90, and is incorporated into and
shall be deemed to amend and supplement the Mortgage, Deed of Trust,
Deed to Secure Debt ("Instrument") of the Mortgagor, Note
or Deed to Secure Debt ("Instrument") of the Mortgagor, Note given by
the undersigned (the "Mortgagor") to secure the Mortgagor's Note
("the Note") of the same date to:

This Assumption Policy Rider is made this day of

NOTICE: THIS RIDER AMENDS A PROVISION TO THE INSTRUMENT ALLOWING
THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON
TRANSFER OF ALL OR PART OF THE PROPERTY.

THIS ASSUMPTION POLICY RIDER

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STATE OF ILLINOIS
COUNTY OF COOK

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT TERESA NUÑOZ, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 24TH DAY OF JANUARY, 1990
Carol A. Webb
Notary Public, State of Illinois
My Commission Expires 4/21/92

NOTARY PUBLIC