PREPARED BY: SUSAN E. GOTTLIER (PEX(69)

CHASE HOME MORTGAGE CORPORATION 4915 INDEPENDENCE PARKWAY

TAMPA, FLORIDA 33634-7540 ATTN: POST CLOSING

pg 1: 37 1990 ."1" 3

90368789

_ [Space Above This Line For Recording Data] _

3900487

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 27TH 19 90. The mortgagor is JILL K. FUNK, A SINGLE WOMAN NEVER MARRIED AND JOHN M. SLIM, A SINGLE MAN NEVER MARRIED

\$18.00

("Borrower"). This Secretity Instrument is given to CHASE HOME MORTGAGE CORPORATION

THE STATE OF DELAWARE which is organized and existing under the laws of 4915 INDEPENDENCE PARKWAY, TAMPA, FLORIDA 33634-7540

, and whose address is

("Lender").

Borrower owes Lender the principal sum of NINETY NINE THOUSAND AND NO / 100

Doilars (U.S. \$ 99,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrum in ("Note"), which provides for monthly payments, with the full debt, if not

paid earlier, due and payable on AUGUS 1, 2020. This Security Instrument secures to Lender: (a) the repayment of the dela evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borriwer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby measure, grant and convey to Lender the following described property

County, Illinois:

UNIT NUMBER 1931-1 IN THE KINGSTON CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LEAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE WEST 200.75 FEET OF THE NORTH 1/2 OF THE LOT 10 IN BLOCK 5 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, V. F.WH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE KINGSTON CONDOMINIUM ASSOCIATION DATED MARCH 9, 1978 AND RECORDED MARCH 9, 1978 IN COOK COUNTY, ILLINOIS, RECORDER'S OFFICE AS DOCUMENT 24357554, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAVO PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SULVEY) SITUATED IN THE CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID NUMBER OF PARCEL 11-18-110-041-1001

which has the address of

1931 SHERMAN AVENUE #1

EVANSTON [City]

Illinois

60201

("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 seised 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.

Form 3014 12/83 Amended 5/87

		If RIDER is made this and shall be deemed to ame.	27TH nd and supple	day of ment the Morten	JULY ve. Deed of Trust or Sec	, 19- 90 , arity Deed (the
"Securit	y Instrument") of	the same date given by the	undersigned (t	he "Borrower")t	to secure Borrower's No	ote to
		GAGE CORPORATION, ring the Property described				(the "Lender")
or the sai	1931 SH	ERMAN AVENUE #1, EV	ANSTON, II	LINOIS 60201		***************************************
The Prop	•	mit in, together with an u	ndivided inter	est in the commo	on elements of, a condo	minium project
Knowii as	. KING	STON CONDOMINIUM	S e of Condominium			
"Owners	Association") h	(1"). If the owners associated title to property for the string the Owners Association	ciation or oth he benefit or	er entity which a use of its member	bers or shareholders, the	e Property also
		OVENANTS. In addition to their covenant and agree a		nts and agreeme	ents made in the Secur	ity Instrument,
		Obligations, Borrower sh		II of Borrower's	s obligations under the	Condominium
creates th	e Condoran ium l	ments. The "Constituent D Project; (ii) by-laws; (iii) co	de of regulation	ons; and (iv) othe	r equivalent documents.	
	pay, when due a Hazard last, or	It dues and assessments impace. So long as the Owne			it Documents. a generally accepted insu	rance carrier, a
		dicy on the Condominium	Project which	i is satisfactory t	o Lender and which pro-	vides insurance
•	in ine amounts, eterm "extended	for the periods, and again coverage," then:	ist the nazard	s Lender require	es, including tire and ha	izards included
the yearly		ves the provision in Unifo ments for heaved insurance			y payment to Lender of	one-twelfth of
is dominad		s obligation under Uniform tent that the require I covera				n the Property
Вс	rrower shall give	Lender prompt notice of an	y lapse in requ	ired hazard insura	ince coverage.	
		istribution of hazard insurant or to common erements				
paid to Le	ender for applicati	on to the sums secured o,	the Security In	strument, with an	ly excess paid to Borrow	er.
		Insurance. Borrower shablic liability insurance polic				
		The proceeds of any award meation or other taking of		•		
elements,	or for any conve	yance in lieu of condemna	tion, are hereb	y assigned and s	hall be paid to Lender.	
		o the sums secured by the Se C onsent. Borrower shall r				s prior written
	ither partition or s	ubdivide the Property or cos	nsent to:			•
	y law in the case	onment or termination of of substantial destruction l				
eminent d	•	lment to any provision of th	ie Constituent	Documents it the	provision is for the exp	ress benefit of
Lender;	(iii) terminatio	on of professional manager	nent and assu	mption of self-ma	nagement of the Owner	rs Association;
or	Ger any action	which would have the eff	ect of renderi	no the nublic liab	nility insuculos coverage	maintained by
	s Association una	cceptable to Lender.				
		orrower does not pay condu Lender under this paragrap				
Instrumen	t. Unless Borrow	er and Lender agree to othe	er terms of pay	ment, these amo	unts shall bear i iterest fro	om the date of
Gisoursem	em at the Note it	ite and shall be payable, wi	ur micrest, up	on nouce from D	ender to Borrower 130, he	ر sting payment
BY SIGNI	NG BELOW, Borr	ower accepts and agrees to	the terms an	d provisions cont	tained in this Condomini	um Rider.
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			/	Juk FUNK	ek_	(Seal)
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				011	M. B	
			\ 10	OHN M. BLIM	1112	-Borrower
				79017 171, 171, 171, 171		

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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 prepayment 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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow 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 Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument 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 Borrower, 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 agrount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to radio up the deficiency in one or more payments as required by Lender.

Upon payment, in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, I under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no fater than immediately prior to the cole of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Unless applicable law provides otherwise, all payments received by Lender under

Note; third, to amounts payable and r rangraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over an Security Instrument, and leasehold payments or ground rents, 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 furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower unders these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any fien which has priority 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 Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien it, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture 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 Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the fien. Borrower shall satisfy the fien 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 or hereafter 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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Fortiwer shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shad give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the invarance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may 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 or postpone the due date of the monthly payments referred to in paragraphs 1 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 Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leuseholds. 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.

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 attorney's 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 amounts disbursed by Lender under this paragraph 7 shall become 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.

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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

assigne I 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the 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 Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the day 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 a no tization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shell 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 in x'i y amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Sorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or presule the exercise of any right or remedy.

11. Successors and As igns Bound; 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 covenant and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Lote: (a) is co-signing 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, modify, forbear or make any accommodator's 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 fais 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, field (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 No e.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of

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 uncolorceable 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 shan take the steps specified in the second paragraph of

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 are ned. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Ary 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 conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said 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 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 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 cobligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Horrower'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.

Non-Uniform Co

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 (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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Burrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment 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 Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. 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 recordation costs. 22. Waver of Homestead. Borrower waives all rights of homestead exemption in the Property. 23. Kide, s 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 such rider shall be incorporated into and shall amend and supplement the criver ants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] [X] Condominium Rider [1-4 Family Rider]											
Adjustable Rate Rider	C.M.		***	1-4 rainity Kit	ici						
Graduated Payment F.der	[] Planned Unit	Development	Rider								
Other(s) [specify]											
By Signing Bellow, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Parower and recorded with it.											
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	J.	ILL K. FUNK			- Borrower						
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STATE OF ILLINOIS,		ook. c	ounty ss:	· C							
i, the under	Closned	, a	Notary Public in	and for said county	and state,						
to hereby certify thatJILL K. FUNK , A SINGLE Y	YOMAN NEVER MAR	RIED AND JOHN	M. BLIM , A SINGLE	MAN NEVER MARRIED							
	•			n(s) whose name(s)	ARE						
subscribed to the foregoing instrument, appear	ed before me this										
signed and delivered the said instrument as	THEIR	free and v	oluntary act, for	the uses and purpose	es therein						
set forth.					<u> </u>						
Given under my hand and official seal, t	his 97	day of	JULY	, 19 90 .	687						
My Commission expires: (-> \ - \ \)		(bene	deall Etc	much	88						

SEAL CINDY M. SKIRNICK NOTARY PUBLIC STATE OF ILLINOIS OFFICIAL MY COMMISSION EXPIRES

Chender Chillian