OFFICIAL CORY o 3 This Instrument Was Prepared KATHY DE COSTETI 91616003 When Recorded Mail To FIRST NATIONWIDE BANK. A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-84 This Line For Recording Data)

OOC. 020

MORTGAGE

\$17.50

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK water the taws of THE UNITED STATES OF AMERICA FRANCISCO, CA 94155-1817 , and whose address in 135 MAIN STREET, SAN

("Leader"). Borrower owes Leader the principal sum of ONE HUNDRED SEVEN THOUSAND SOF

Dollars (U.S. \$ - - - - 107,600,00). This debt is evidenced by Borrance's note dated the same date as this Security 14st rument ("Note"), which provides for monthly payments, with the full dobt, il not paid earlier, due and payable on SEGEMBER OF 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all othersums, with interest, advanced under paragraph 7 to per feet the security of this Security Instrument; and (c) the performance of all other sums, with interest, advanced under paragraph / so present use occurring or unit according to the source of the source and convey to Londer the following described property located in COOK

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

91616003 ·

13-05-427-036

ich has the address of

5620 N. MARMORA CHICAGO, IL 60645-0000

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ea w or herealter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the ing is referred to in this Security Instrument as the "Property.

BORROWER COVENANTS that Porrower is lawfully soized of the estate hereby conveyed and has the right to mortgage, grant avey the Property and that the Property is unencumbered, except for encumbrances of record. Burrower warrants and will defe erally 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 fimited variations by jurisdiction to constitute a uniform security instrument covering real property.

CLOSER ID: 10276

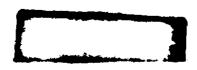
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LOT T IN LERCH F. WASHBURN'S PESUBILIZION OF LOTS 19 TO 24 IN SLOCK D IN L.E. CRANDALL'S GLADSTONE PARK SUBDIVISION BEING A SUBDIVISION OF THAT PART BOTH INCLUSIVE OF THE SCUTHERST FRACTIONAL 1 & OF BESTION S. TOWNSHIP HE MESTA. RANGE 13. EAST OF THE THIRD PRINCIPAL MERICIAN. LYING SOUTH OF MILMAUKEE AVENUE, IN COOK COUNTY, ILLINOIS. Property of Cook County Clerk's Office

0002596377 LONN NUMBER:

91616002

Mark Company

Property of Coot County Clark's Office

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges, Berrewer shall premptly 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 Taxos and Insurance. Subject to applicable law or to a written waiver by Lender, Burrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxos and assuments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly feasehold payments or ground runts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance promiums, if any; (a) yearly mertgage insurance premiums, if any; and (1) any sums payable by floorower to Lender, in accordance with the previsions of paragraph 8, in lies of the payment of mertgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mertgage form may require for Borrower's occrow account under the federal Estato Sottlement Procedures Act of 1974 as amended from time to time, \$2 U.S.C. paragraph 2601 of seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Blank. Lender shall apply the Funds to pay the Excrew Items. Lender may not charge Porrower for holding and applying the Funds, annually analyzing the excrew account, or verifying the Excrew Items, unless Lander pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. However, Londer may require Borrower to pay a one-time charge for an independent coal estate tax reporting service used by Londer in connection with this loan, unless applicable law provides (the ruise. Unless an agreement is made or applicable law requires interest to be paid, Londer shall not be required to pay Borrower any interest or exemings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid to the Funds. Londer skall giv, to Borrower, without charge, an annual accounting of the Funds, showing credits and dobits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums accurate by this Security Instrument.

If the Funds held by Lender exceed the amounts permetted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the rest irements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Encrow (toms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Burrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secure (b) this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2s, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applicable law provides otherwise, all paymonts received by Londor under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due;

fourth, to principal due; and last, to any late charges due under the Note

4. Charges; Liens. Borrower shall pay all taxes, as rescents, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and feasehold sayments or ground routs, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Brirower 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

S. Hazard or Property Insurance, Borrower shall keep the improvements now rivileg or herealter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other bazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the prioris that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgag a clause. Lender shall have the right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender all respirate principles and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender gay 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 conin 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 insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Berrower 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 I and 2 or change the amount of the payments. If under paragraph 21 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. Occupancy, Preservation, Maintenance and Protection of the Proporty; Borrower's Lean Application; Leasehold. Berrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstale, as provided in

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paragraph 18, by consing the action or proceeding to be dismissed with a ruling that, in London's good faith determination, procludes furfaiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Leader's security interest. Becrower shall also be in default if Berrower, during the loss application process, gave materially folso or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loss evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Dorrower shall comply with all the provisions of the lease. If Borrower acquires for title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

'. Protection of Lander's Rights in the Property. 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 bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Leader may do and pay for whatever is nocessary 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 atterneys' loss 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? shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Leader agree to other terms of payment, these amounts shall bear interest from the date of disbursom

at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment,

8. Mortgage Insurance, 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 mertgage insurance in effect. If, for any reason, the mertgage meance coverage required by Leader lapses or ceases to be in effect, Borrower shall pay the promiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by London II substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insura promium being paid by Berling when the insurance coverage lapsed or ceased to be in effect. Leader will accept, use and retain these payments as a loss reserve in new of mortgage insurance. Loss reserve payments may no longer be required, at the option of Leader, if mortgage insurance coverage (in the vacuum) and for the period that Leader requires) provided by an insurar approved by the Leader again becames available and is obtained. Here over shall pay the premiums required to maintain mortgage insurance in effect, or to provide a less serve, until the requirement for mort (2) insurance ends in accordance with any written agreement between Borrower and Londor or applicable law.

9. Inspection, Leader or ats agent may make reasonable entries upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award at claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for cost synacre in lieu of condemnation, are hereby assigned and shall be paid to Londor.

In the event of a total taking of the Property, the percent shall be applied to the sums secured by this Security Instrument, wh or not then due, with any excess paid to Borrower. In the first of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater the noise amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree as 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, In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the us secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security fast/oment whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Sorrower that the condemner offers to make a sottle 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 process to principal shall not extend or postpone the du date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such prymonts.

11. Borrower Not Refeased; Forbearance By Lender Not a Waiver, Extension & the time for payment or medification of orlization of the sums secured by this Security Instrument granted by Leader to any successor in atorost of Borrower shall not operate to release the liability of the original florrower or florrower's successors in interest. Lender shall not no 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 successor in interest, Any forborrance by Lendor in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or rome by.

12, Successors and Assigns Bound; Joint and Several Liability; Co-signors. The corecants and segments of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of periograph 17. Borrower's coronants and agreements shalf be joint and several. Any Borrower who co-signs this Security Instrument but does a rescute the Note: (u) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property ander the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agree that Londor 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 cons

13. Lean 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 the amount necessary to reduce the charge to the permitted limit; and (b) any ms already collected from Porrower which exceeded permitted limits will be relunded to Borrower. Lander 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first as mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Burrower designates by notice to Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrowor 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.

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16, Borrower's Copy, Horrower shall be given one conformed copy of the Note and of this Security Instrument,

17. Transfer of the Property or a Beneficial Inferest in Borrower, If all or any part of the Property or any inferest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural pursus) without Londor'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 Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

It Leader exercises this option, Leader shall give Nerrower notice of acceleration. The notice shall provide a period of not feer 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 Burrower 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 cortain 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 reinstalement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgenforcing this Security Instrument. Those conditions are that Borrower: (a) gays Leader all sums which then would be due and Security Instrument and the Note as if no acceleration had occured; (b) cures any default of any other covenants or agreements; (c) pays all exposses incurred in enforcing this Security fastrument, including, but not limited to, reasonable atternays' fees; and (d) takes such action as Londor may reasonably require to assure that the lies of this Security Instrument, Londor'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 lastrument and the obligations secured hereby shall remain fully effective as if no acceleration had occured. However, this right to reinstate skall not apply in the case of acceleration under paragraph 1?

- 19, Sale of Note; Change of Lean Servicer, The Note or a partial interest in the Note (tegether with this Security Instrument) may be sold one or more types without prior notice to florrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payroots due under the Note and this Security Instrument. There also may be one or more changes of the Loon Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the cha accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Losa Servicer and the address

to which payments should be mad . The notice will also contain any other information required by applicable law.

20. Hazardous Substances, //excerver shall not cause or permit the presence, use, disposal, storage, or release of any Hazardou Substances on or in the Property. Horry ayr shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding free sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender of itlen notice of any investigation, claim, domand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Porrower learns, or is notified by any governmental or regulatory authority, that any removal or other mediation of any Hazardous Substance affecting the Preserty is necessary, Borrower shall promptly take all necessary romedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances defined as texic or hazardous substances by Environmental Law and the following substances: gasoline, ar mene, other fluormable or toxic petroloum products, taxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means lederal laws and laws of the jurisd ction where the Property is located that relate to health, palety or environmental protection

NON-UNIFORM COVENANTS. Borrower and Lender further (now mant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borr/way prior to acceleration following Borrower's breach of any corenant or agreement in this Security Instrument (but not prior is acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) I/o setien 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 cared; 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 Berrower of the right to roinstate after acceleration and the right to assert in the foreclesure promoting the non-existence of a defaulter any other defense of florrewer to accoleration and foreclosure. If the default is not cured in or before the date specified in the notice, Londer at its option may require immediate payment in full of all sums seen why this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Letter shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, hat not limited to, reasonable atterneys' less and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this So, unity Instrument without

charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. 24. Riders to this Security Instrument, II one or more riders are executed by Borrower and recorded to follow with this Security Instrument, the coronants and agreements of each such rider shall be incorporated into and shall amend and supplier on the coronants as agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable busing)

Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Condominium Ridor Planaed Unit Development Ridor Convertible Ridor	1-4 Family Rider Biweekly Payment Rider Second Home Rider
☐ Other(s) specify		

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BY SIGNING BELOW, Horrower accepts and agrees to the terms and coronants contained in this Security Instrument and in any ridor(s) associated by Borrower and recorded with it.

V. Maha Fred 1	r Herek
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Victoria Constitution	ϵ
SUSAN 1 POEDTKE	Ce
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TRENE POEDTKE	Control Contro
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STATE OF ILLINOIS	> (
COUNTY OF	
$\mathcal{A}(x_1, u_1, t_1)$	
THAT	PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY
PERSONS WHOSE NAMES ARE SUBSCISSED	PERSONALLY KNOWN TO ME TO BE THE SAME TO THE CORPCOING INSTRUMENT, APPEARED BEFORE ME THIS DAY
	THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR
GIVEN UNDER MY HAND AND OFFI	
19 .	4
MY COMMISSION EXPIRES:	NOTARY PUBLIC
	"OFFICIAL SEAL"
	JANE OTTENS
	Notary Public. State of Illinois My Commission Expires 4/10/95
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