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RECORD AND RETURN TO:

CHEMICAL BANK, N.A. C/O CFC 377 E. BUTTERFIELD RD., #175 LOMBARD, ILLINOIS 60148

91384105

- [Space Above This Line For Recording Data]-

MORTGAGE

3700847

THIS MORTGAGE ("Socurity Instrument") is given on JULY 24, 1991 CORNELIO C MORALES &

. The mortgagor is

ISABEL MORALES, HIS WIFE

("Borrower").

This Socurity Instrument is given to CHEMICAL BANK, N.A.

which is organized and existing under the laws of THE STATE OF NEW YORK whose address is C/O CMC P.O. BOX 06352 COLUMBUS, OHIO 43206 Borrower owes Lender the principal sum of

. and

("Londor"),

payable on AUGUST 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the dobt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note; (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 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 380 County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

91384105

which has the address of 1808 S MANNHEIM DES PLAINES

Illinois

80016 (Zip Code)

(Street) ("Property Address");

(City)

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform governments for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family Farmie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 5

form 3014 9-90

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

1. Payment of Principal and Interest; Propayment 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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage 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 mortgage lean may require for Borrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et 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 hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow terns. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate for reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or or mangs on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 purpore for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pry the Escrew Items 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 deficiency. Borrower shall make up the

deliciency in no more than twelve monthly jayments, at Lender's sole discretion.

Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lorder, shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held evilonder at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applicable 'aw provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment energies due under the Note; second, to amounts payable under

paragraph 2; third, to interest due; fourth, to principal due; any last, to any late charges due under the Note.

4. Charges; Lions. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasohold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in panagraph 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over his occurity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a memor acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceed no which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien as agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any perior the Property is subject to a lien which may attain priority 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing 0, hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. 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 mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall 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 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 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 Londor 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 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, Proservation, Maintenance and Protection of the Property; Borrower's Loan Application, Loaseholds, Borrower 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.

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COMMITMENT FOR TITLE INSURANCE NO.91002062

LEGAL DESCRIPTION

PARCEL 1: A tract of land described as follows: the Northwesterly 18.0 feet of the Southeasterly 95.42 feet of Block J, both as measured on the Northeasterly line of said Block J; the Northwesterly line and the Southeasterly line of said tract being at right angles to said Northeasterly line of Block J; in Superior Homes in Des Plaines, being a subdivision of part of the Northeast 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 2: Parking Lot 2 in Block K, (Parking lot including the easement area edjoining indicated by cross hatching on the Plat of Subdivision and bounded by the nearest of the larger dashed of broken lines) in Superior homes in Des Plaines, a Subdivision as aforesaid.

ALSO

PARCEL 3: Easements for the benefit of Parcels 1 and 2 as set forth in Declaration dited April 24, 1959 recorded April 28, 1959 as Document Number 17521591 made by Chicago Title and Trust Company, as Trustee under first Agreement dated July 7, 1958 as Trust No. 40300 and as created by Deed from Federal Savings and Loan Insurance Corporation to June M. Zminda dated May 17, 1973 and recorded June 15, 1973 as Document 22362810; also easements set forth in Declaration of Covenants, Restrictions and Easements, Pine Park Townhouses racorded as Document 22433638 and subject to the Easements Agreements and Conditions and Restrictions reserved for the benefit of adjoining parcels in said Declarations which are incorporated by reference thereto for the benefit of the real estate described above and adjoining parcels, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 09-29-220-178

Commonly known as: 1808 S. Mannheim Road, Des Plaines, Il

END OF SCHEDULE A.

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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 judgment could result in ferleiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lendor's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfaiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Londor's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Londor (or failed to provide Londor with any material information) in connection with the loan 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, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Londor'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 in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Londor may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disjursed by Londer under this paragraph 7 shall become additional dobt of Borrower secured by this Security Instrument. United Borrower and Londor agree to other terms of payment, these amounts shall bear interest from the date of disbursome. In the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

Mortgage Insurance, W Londor required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower and pay the promiums required to maintain the mortgage insurance in effect. II, for any reason, the mortgage insurance chorage required by Londor lapses or ceases to be in effect, Borrower shall pay the promiums required to obtain coverage a batantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Brower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Londer. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Londer each month a sum equal to one-twellt; of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgago insurance. Loss reserve pay norts may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower stall pay the promiums required to maintain mortgage insurance in offect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Inspection, Lender or its agent may make reasonable entries upon and inspections of the Properly. Lender 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 or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or icr convoyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, u. less corrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the mount 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 Borr wer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the aking is less than the amount of the sums 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 Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that 0.6 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londor within 30 days after the date the notice is given, Londor 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 Londor and Borrower otherwise agree in writing, any application of proceeds to principal that 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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, Londor shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any torbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Socurity Instrument shall bind and benefit the successors and assigns of Lender and Berrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

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permitted limits will be refunded to Borrower. Londer 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 propayment without any propayment charge under the Note.

14. Notices. Any notice to Berrower 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 Londer'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 Londor when given as provided in this paragraph.

15. Governing Law; Soverability. 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 sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londor's prior written consent, Londor may, at its option, require immediate payment in full of all sums secured of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federat haw as of the date of this Security Instrument.

If Londor exercises this option, Londor shall give Borrower notice of acceleration. The notice shall provide a period of not loss than 30 days rom the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Latrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies purplished by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Poinstate, Il Borrower mosts 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 as if no accoleration had 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' loss; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums securer 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 accoloration had occurred. However, this right to reinstate shall not apply in the case of accoloration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Lean Servicer") that collects month's payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Sericer unrelated to a sale of the Note. If there is a change of the Lean Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the prevence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two 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 Londor written notice of any investigation, claim, domand lawsuit or other action by any governmental or regulatory agency or private party involving the Property and the lazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hexardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, taxic posticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Barrower's breach of any covenant or agreement in this Security Instrument (but not prior to accoloration under paragraph 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 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, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further domand and may forcelose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' fees and costs of title evidence.

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Instrument without charge to Borrower. Be 23. Waiver of Homestead, Borrow 24. Riders to this Security Instru- with this Security Instrument, the covena-	or waives all right of homestead exemption in mont. If one or more riders are executed by nts and agreements of each such rider shall agreements of this Security Instrument as if	the Property. Borrower and recorded together be incorporated into and shall
Adjustable Rate Rider Graduated Payment Rider Halloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rute Improvement Rider	1.4 Family Ridor Biwookly Paymont Ridor Second Home Ridor
	accepts and agrees to the terms and covers	ants contained in this Security
Instrument and in any rider(s) executed by Wilnesses:	<u>, </u>	(Soal) Borrower
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