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92155975

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MORTGAGE

Loan # 7550003

THIS MORTGAGE ("Security Instrument") is given on **June 14, 1992**
LOUIS VIZARD and MARY VIZARD, HUSBAND AND WIFE

The mortgage is

given to **AMCO FEDERAL SERVICES BANK, A FID**

DEPT-01 BIRMINGHAM 331.90
182222 FROM 1992 06/22/92 182222
COOK COUNTY RECORD

VOID SW

which is equalled and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **7600 N. 63RD STREET, CHICAGO, ILLINOIS 60631**

(“Lender”). Secured by (Lender) the principal sum of **fifty-six thousand and no/100** Dollars (U.S. \$ **56,000.00**)

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 **July 1, 2007**

This Security Instrument covers to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all arrears, extensions and modifications of the Note; (b) the payment of all other debts, with interest, arrears and extensions up to and including the maturity 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 273 IN FRANK DELLENCH'S WOODED HILLS, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

FD-23-16-209-007

which has the address of **60515**

10027 NORTH 62ND COURT
("Property Address")

PAGE HILLS

ILLINOIS Single Family-Residential Real Estate Sales Contract (RFR) (1992)

FOR CONTRACT FORM - 600000 0001 - 000000 0001

Page 1 of 6

Form 6010 0900

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TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, 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 well defined generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any 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") for: (a) yearly taxes and assessments which may arise prior to this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) yearly home or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any taxes payable by Borrower to Lender, in accordance with the provisions of paragraph 4, in lieu of the payment of mortgage insurance premiums. These items are called "Encrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally insured mortgage loan may require for Borrower's encrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower limit. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may allocate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Encrow 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 it is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Encrow Items. Lender shall charge Borrower for printing and applying the Funds, normally analyzing the encrow account, or verifying the Encrow Items. If Lender pays Borrower interest on the Funds and applicable law prevents Lender to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent and stated fee reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires approval to be paid, Lender shall not be required to pay Borrower any interest or savings 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 purpose for which each debit to the Funds was made. The Funds are provided as additional security for all loans secured by this Security Instrument.

If the Funds held by Lender exceed the amount of the encrow account 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 pay the Encrow 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 deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums owed by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall enclose or sell the Property, Lender, prior to the execution 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 owed by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, the payments received by Lender under paragraphs 1 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, assessments, charges, fees and expenses attributable to the Property which may arise prior to this Security Instrument, and household 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 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 this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) consents in writing with the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) receives 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 arise prior to 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.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning included within the term "attached coverage" and any other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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 expense, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be assignable 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 premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender shall be proof of loss (if not made properly) by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to replacement or repair of the Property damaged by the occurrence or repair is economically feasible and Lender's security is not impaired. If the amounting or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the most secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not pay within 30 days a notice from Lender that the insurance carrier has offered to make a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the Property or to pay any debt 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 required in paragraphs 1 and 2 or change the interest of the payments. If under paragraph 2) 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 of the Property by Lender to the extent of the debt secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's Loan Application Landlord. 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 for at least one year after the date of occupancy, unless Lender otherwise agrees in writing. This covenant shall not be unreasonably withheld, or unless extenuating circumstances exist which go beyond Borrower's control. Borrower shall not, through, through an agent, the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any willful action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument on Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action proceeding to be dismissed with a ruling that, in Lender's good faith determination, prohibits forfeiture of the Security Instrument in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan application by the Borrower, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. This Security Instrument is on a landlord. Borrower shall comply with all the provisions of the loan. If Borrower occupies the Property, the landlord and the fee title shall not merge unless Lender agrees in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and obligations 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 to bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), then Lender may, at its expense, 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 accrued by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and retaining 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 owed by the Security Instrument. Unless Borrower and Lender agree in writing terms of payment, these amounts shall bear interest from the date of disbursement of the Note and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums 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 Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender cash made a sum equal to the amount of the prior mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan interest in lieu of mortgage insurance. Loan interest

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period and Lender requires) provided by an insurer approved by Lender shall become available and is obtained. Borrower shall pay the premiums required by mortgage insurance coverage in effect, or to provide a loan reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice of the time of or prior to an inspection notifying reasonable cause for the inspection.

10. Contamination. The proceeds of any bond or claim for damages, direct or consequential, in connection with any contamination or other thing of any part of the Property, or for recovery 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 sums 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds realized by the following: (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 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 the abandonment offers to make an award or other claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to accept and apply the proceeds, at its option, either to reinstatement or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released. The release by Lender Not a Waiver; Estimation of the time for payment or satisfaction of obligations of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify satisfaction 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound, Joint and Several Liability; Co-obligors. 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 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 purchase, grant and carry the 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 variable rate which has maximum loan charges, and the law in the State in which the loan is made or other law charges, interest, 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 the 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 Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person 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 stated Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Jurisdiction. 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 are 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 conforming copy of the Note and of this Security Instrument.

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Page 4 of 6

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17. **Transfer of the Property as 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 thereafter is not a general partner) 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 or of the due to a local 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 those sums prior to the expiration of this period, Lender may enforce any remedies provided by this Security Instrument without further notice or demand on Borrower.

Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have extinguished this Security Instrument discontinued at any time prior to the earlier of: (a) 3 days for each other period of application of this Security Instrument specified by 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. These conditions are that Borrower: (a) pay Lender all sums then due under this Security Instrument and the Note as if no acceleration had occurred, (b) make good any default in any other contracts or agreements; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, a reasonable attorney's fee; and (d) take such action as Lender may reasonably require in order that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall be fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

18. **Rate of Note, Change of Loan Service.** The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entry therein in the "Loan Service" that collects such payments and also under the Note and this Security Instrument. There may be one or more changes of the Loan Service provided in the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change at least 30 days prior to the change. If there is a change of the Loan Service, Borrower will be given written notice of the change at least 30 days prior to the change. The notice will state the terms and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. **Hazardous Substances.** Borrower shall not be liable for the presence, use, deposit, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do any act or allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The provisions of this covenant shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances customarily recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and the Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower knows, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances 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 such in Hazardous Substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or volatile petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos 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 Lender further covenant and agree as follows:

21. **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 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 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 21, including, but not limited to, reasonable attorney's fees and costs of this proceeding.

22. **Waiver.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any reasonable costs.

23. **Waiver of Remedies.** Borrower waives all right of homestead exemption in the Property.

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FIRST FINANCIAL SERVICES
2015 BAKER ACHESON ROAD
CHICAGO, ILLINOIS 60601

34. Riders of this Security Instrument. If one or more riders are attached by Borrower and recorded together with this Security Instrument, the provisions and agreements of each such rider shall be incorporated into and shall amend and supplement the provisions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable boxes)

- | | | |
|---------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Guaranteed Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Ballroom Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify): | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) attached by Borrower and recorded with it.

Witness:

Gregor Karvelas (Borrower) Debra Compere (Notary Public)

Louis Vlastakis (Borrower) Louis Vlastakis (Borrower)

Tracy Vlastakis (Borrower) Tracy Vlastakis (Borrower)

Tracy Vlastakis, Husband and Wife (Borrower) Tracy Vlastakis, Husband and Wife (Borrower)

Social Security Number: _____ Social Security Number: _____

STATE OF ILLINOIS, County of Cook
I, Debra Compere, a Notary Public in and for said county and state, do hereby certify that Louis Vlastakis and Tracy Vlastakis, Husband and Wife

personally known to me to be the same person(s) whose name(s) is/are signed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 16th day of June, 1992.

My Commission Expires: 6/22/93
This instrument was prepared by: DEBRA COMPERE
Notary Public in and for the State of Illinois
My Commission Expires: 6/22/93
Form 9014 8-90

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I CERTIFY THAT THIS IS A TRUE & CORRECT COPY 92-455975 IR
OF DOCUMENT #

Caree Moseley Braun

RECORDER OF DEEDS
COOK COUNTY, IL.