9269162s

(Space Above This Line For Recording Date)

PREPARED BY: N. SUMMERS

MORTGAGE

SEPTEMBER 4 THIS MORTGAGE (". +ou rity Instrument") is given on 10 92. The mortgagor is WILLIAM P. KOSKI, A BACHELOR

BANK OF COMPACE AND INDUSTRY

("Borrower"). This Security Instrument is given to , which is organised and existing

under the laws of ILLINOYS

, and whose address is 6100 M. MORTHWEN HIGHWAY, CHICAGO, ILLINOIS 60631

Borrower ones Lender the principal sol of EIGHTY-SIX THOUSAND AND 00/100

Dollars (U.S. \$ *****86,000.00). 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 OCTOAR 1 , 2022 This Security Instrument secures to Lender: (a) the repayment of th. debt evidenced by the Mote, with interest, and all renewals, extensions and modifications; (b) the payment of all other sum, 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 so tgage, grant and convey to Lender the following described property COOK located in

LOT 33 (EXCEPT THE WEST 8-1/3 PIET) AND LOT 34 (EXCEPT THE RAST 8-1/3 FEET) IN BLOCK 8 IN MARTIN LUTHER COLLEGE SUBDIVISION OF THE MORTH 1/2 OF THE HORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CON COUNTY, ILLINOIS.

92691626

101111 TRAN 6666 09/17/92 14151100 45693 4 A *-92-691626 COOK COUNTY RECORDER

PERMANENT TAX ID. 13-20-202-022

9263) 626

which has the address of 5736 WEST DAKIN STREET

60634

[Street] ("Property Address");

CHICAGO

[CIEV]

(Sip Code)

TOGETHER WITH all the improvements now or hereafter erected 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 COVERANTS 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 snoumbrances of record. Sorrower 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.

ILLINOIS --Single Family--

Fannie Mee/Freddie Mac UNIFORM INSTRUMENT Page 1 of 5

Form 3014

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UNIFORM COVENANTS. Sorrower and Lender government and agree as fullows:

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, Sorrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiume; (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 "Macrow 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 loan may require for Borrower's escrow 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 Recrow 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 Bank. Lender shall apply the Funds to pay the Escrow Items. Lender way not charge Sorrower for holding and applying the Funds, annually analyzing the ssorow account, or verifying the Heord 1 was, 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 tax 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 Sorrower any interest or sarnings on the Funds. Sorrower and Lender may agree in writing. Lowever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Junds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are please, or additional security for all sums secured by this Security Instrument.

If the Funds held by Lender excell the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with one requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to aris up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discration.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Secrewer any Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell 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 eale as a credit against the sums secured by this Escurity Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicate and provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any preryment charges due under the Mote; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; ar list, to any late charges due under the Note.
- 4. CHARGES; LIENS. Borrower shall pay all taxes, as sessionts, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, in leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if no, paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnith to Lender all notices of amounts to be paid under this If Borrower makes these payments directly, Borrower shall or mantly furnish to Lender receipts evidencing the paymente.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Sorrowers (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 in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (o) secures from the holder of the lien an agreem of ratiofactory 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 lien. Borrower shall eatiefy the lien or take one or more of the actions set forth above within 10 days of the giving of notice

Borrower shall keep the improvements now aristing or hereafter erected on the 5. HAZARD OR PROPERTY INSURANCE. Property insured against loss by fire, hazards included within the term "extended coverage" and may other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the assumts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower (abject to Lender's approval which shall not be unreasonably withheld. If Borrower Zails to maintain coverage described above. Let's 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 mortage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Leider all receipts of paid presiums and renewal notices. In the event of loss, Sorrower shall give prompt notice to the insulance 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 Sorrower. If Sorrower abendons the Property, or does not answer within 10 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 restors the Property &r to pay sums secured by this Becurity 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 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.

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- 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; SORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Froperty 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 withheld, or unless extenuating dirousstances 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 forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument o r Lender's security interest. Sorrower 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 forfeiture of the Borrower's interset in the Property or other material impairment of the lies greated by this Medurity Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the losm application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender 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 lessehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Sorrower 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 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 afformary's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender do not not have to do so.

Any amounts disbursed by Lnd'r under this paragraph 7 shell become additional debt of Sorrower secured by this Security Instrument. Unless Sorrower and Lnder 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 Sorrower requesting payment.

- 8. MORTGAGE INSURANCE. If today required mortgage insurance as a condition of making the loan secured by this 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 deases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a gost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insuran approved by Lender. If substantially equivalent mortgage insurance doverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or deased to be in effect. Lender will accept, use of retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the prion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance in effect, 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.
- 9. [NSPECTION] Lender or its agent may make reasonable on rive upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying revenues for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for larges, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyers 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 to applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Sorrower. 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 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 stent 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 condition offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the direction the notice is given, Lender is authorised to collect and apply the proceeds, at its option, either to restoration or repair if 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 hall 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 amortisation 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 amortisation 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-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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Mote: (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, for-bear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's con-

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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 siready collected from Morrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Mote 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 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 Any notice proclass mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. vided for in this Security Instrument shall be desmed 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 Mote 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. SORROWER' COPY. Borrower shall be given one conformed copy of the Note and of this Medurity 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 lenger's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Securit Tistrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date or this Security Instrument.

If Lender exercises this cation. 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 Sorro er fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Jatrument without further notice or demand on Sorrower.

18. BORROWER'S RIGHT TO REINSTAT 2. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument d'eso tinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before male of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enfircing 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 as if no acceleration 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 attorray a fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Ladre's rights in the Property and Borrower's obligation to pay the summer secured by this Security Instrument shall continue uncharged. Upon reinstatement by Sorrower, this Security Instrument and the obligations secured heraby shall remain fully effective s, it no acceleration had occurred. Sowever, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to correse. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Mote and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Mote. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with a ayraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which syments 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 presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor aller aryone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences that not apply to the precence, use, or storage on the Property of small quantities of Sazardous Substances that are generally recognised to be appropriate to normal residential uses 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 any Hasardous julistance or Environmental Lew of which Sorrower has actual knowledge. If Sorrower learns, or is notified by any governmental or angulatory authority, that any removal or other remediation of any Hamardous Substance affecting the Property is necessity, Sorrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Rasardous Substances" are those substances defined as toxic or he randous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleur renducts, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and redicactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdigition where the Property is located that relate to health, safety or environmental protection.

HON-UNIFORM COVEMANTS. Borrower and Lender further governant 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 oured; 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 nomemistence 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 attorneys' fees and costs of title syidence.

-Single Family-

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22. RELEASE. Upon payment of all eus Instrument without charge to Borrower. Borrower	as secured by this Security Instrument, r shall pay any recordation costs.	Lender shall release this Security
23. WAIVER OF HOMESTEAD. Borrower ve	lives all right of homeotesd exemption in t	he Property.
24. RIDERS TO THIS SECURITY INSTRUMENT. this Security Instrument, the covenants and agreement of this	penents of each such rider shall be incorp	orated into and shall amond and
[Check applicable box(ss)].		
[] Adjustable Rate Rider	[) Condominium Rider	[] 1 - 4 Femily Rider
[] Graduated Payment Rider	() Planned Unit Development Rider	[] Biweekly Payment Rider
[] Balloon Rider	() Rate Improvement Rider	[] Second Home Rider
[] Other(s) (specify)		
BY SIGNING BELOW, Borcower accepts and ac		in this Security Instrument and is
any rider(s) executed by so river and recorded to	ath it.	
Witnesser		
Q _A	* William & Heep	
		For court
	Social Security Number	335-56-4754
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		Borrower
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	MAIL TO:	
APX MORTGAGE SERVICE 415 CREEKSIDE DRIVE	as, INC.	
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The foregoing instrument was acknowledged before	e so this TV CO (data)	
william P. Koski	,,	•
py	(person(s) acknowledging)	••••••
		- 1)

ILLINOIS -- Single Family--

MY COMMISSION EXPIRES:

THIS INSTRUMENT WAS PREPARED BY: N. SUMMERS

Notary Invite, State of Illinois
My Commission Expires 4(13)45

(SEAL)

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