92700334

3499

[Space Above This Line For Recording Date]

PREPARED RV: SUMMERS

MORTGAGE

SEPTEMBER 10 THIS MORTGAGE ("So ur. ty Instrument") is given on 19 92 . The mortgagor is FEARRINGTON MILLER AND LAURA J. MILLER, HIS WIFE

APX MORTGAGE SERVICES, INC.

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

and whose address is

under the laws of ILLINGUS

415 CREEKSIDE DELVE, PALATINE, IL 60067 sorrower owes Lender the principal sur of SEVENTY-NINE THOUSAND AND 00/100

*****79,000.00 Dollars (U.F. 9). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for sonthly payments, with the full debt, if not , 2022 paid earlier, due and payable on OCTOFER 1 This Security Instrument securos to Lender: (a) the repayment of the debt_ evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby (or gage, grant and convey to Lender the following described property COOK located in

LOT 19 IN BLOCK 4 IN ELLSWORTH T. MARTIN'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 MORTH, RANGE 13, EAST OF THE THIPD PRINCIPAL MERIDIAN, EXCEPT FROM SAID PREMISES THAT PART LYING EAST OF A LINE 40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHFRET 1/4 OF SECTION 24, AFORESAID TAKEN FOR WIDENING OF DODGE AVYLUE, IN COOK COUNTY, ILLINOIS.

ORP1-01 RECORDING

772272 - TRAN 8894 09/22/92 11×50×00 485550 年日,第一中卫一学的印度进令

COUNTY RECORDER

PERMANENT TAX ID. 10-24-318-001

92700334

2016 WARREN AVENUE which has the address of

Illinois

60202

("Property Address");

EVANSTON

[Zip Code]

TOGETHER WITE all the improvements now or hereafter srected 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 COVENAMTS that Borrower is lawfully seised of the astate 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 dovenants for national use and non-uniform dovenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Family--

Fannie Mae/Freddie Mec UNIFORM INSTRUMENT Pege 1 of 5

Form 3014

PERMITSE

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UMIFORM COVEMANTS. 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, horrower 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 ittain priority over this security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (a) 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 "Mecrow 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 secrow account under the federal Real Batate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 at seq. ("RMSDA"), 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. Lander may estimate the amount of Funds due on the basis of ourrent data and reasonable estimates of expenditures of future Esorew Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposite 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 Emerow Items. Lender any not charge Borrower for holding and applying the Funds, annually analysing the escrow account, or verifying the Escrow it was, unless Lender pays forrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender by require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be park Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, hywever, that interest shall be paid on the Funds. Lender shall give to Burrower, without charge, an annual accounting of the minds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds 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 th) time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments veceived by Lender under paragraphs 1 and 2 shall be applied: first, to any prepry ent charges due under the Mote; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and late charges due under the Mote.

Borrower shall pay all taxes, as essaints, charges, fines and impositions attributable to the 4. CHARGES; LIENS. Property which may attain priority over this Security Instrument, seasehold payments or ground rents, if any. Borrower shell pay these obligations in the manner provided in paragraph 2, or if not raid 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 If Borrower makes these payments directly, Borrower shall propertly furnish to Lender receipts evidencing the payparagraph. mente.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement ratisfactory 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 satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice

6. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now un sting or hereafter erected on the Property insured against loss by fire, hasards included within the term "extended coverage" and my other hasards, including floods or flooding, for which bender 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 rabje it to Lender's epproval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. In any, 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 mort jone 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 premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurve carrier and its Lander 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 fessible 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 abundone the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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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5. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; SORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property se 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 direcustances 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 divil 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 Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the Lender's security interest. action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest 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 loss 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 loss evidenced by the Note, including, but not limited to, representations concerning Sorrower's cocupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, 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 governments 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. Isodor's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atternor's fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lender dose not have to do so.

Any amounts disbursed by Lerus; under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and languages to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. MORTGAGE INSURANCE. If Linear 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 ceases to be in effect, Borrower shall pay the premiume 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 in 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 each month a sum equal to one-twelfth 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 intain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments 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 insural approved by Lender again becomes available and is obtained. Rorrower shall pay the premiume required to maintain mortgage in urance 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

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

10. CONDEMNATION. The proceeds of any sward or claim for datase, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 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 iqual 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 invesce multiplied by the following fractions (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 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 condence offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums ascured by this Becurity Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal abiliant 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 successor: ... 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 SOUND; 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 Motes (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 Mote without that Borrower's consent.

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- 13. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets saximum loan charges, and that law is finally interpreted so that the interest or other loan charges sollected or to be collected in connection with the loan exceed the permitted limits, them: (a) any such loan charge shall be reduced by the smouth necessary to reduce the charge to the permitted limit; and (b) any sums already sollected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the 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 Mote or
- 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 class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or plause of this Security Instrument or the Mote 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 Mote are declared to be severable.
 - 18. BORROWER'S COPY. Sorrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. TRANSFER C-14E PROPERTY OR A SENEFICIAL 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 I-nder's prior written consent. Lendor may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date c. this Security Instrument.
- If Lender exercises this or con, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the fate the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may intoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. BORROWER'S RIGHT TO REINCIATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discintinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable lew 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 recriming this Security Instrument. Those conditions are that Borrowers (a) pays Lander all sums which then would be due under this Security Instrument and the Mote as if no acceleration had cocurred; (b) cures any default of any other covenants or with results; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attornive fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Linding rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unders. Upon reinstatement by Sorrower, this Security Instrument and two obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 18. SALE OF NOTE: CHANGE OF LOAN SERVICER. The Mote or partial interest in the Note (together with this security Instrument) may be sold one or more times without prior notice to Solrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due unjer the Note and this Security Instrument. There also may be one or more changes of the Loan 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 change in accordance with payar caph 14 above and applicable law. The notice will also contain any other information required by applicable law.
- 20. HAZARDOUS SUBSTANCES. Sorrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Sorrower shall not do, nor allowance else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences that not apply to the presence, use, or storage on the Property of small quantities of Hazardous 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, demain, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Basardous Suintance 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 29, "Nakardous Substances" are those substances defined as toxic or na arrows substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleur products, toxic petricides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive ratirials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property in located that to 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 necured 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 fureclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Tustrument	without charge to Borrower. Borro	wer shall pay any resordation dosts.	
24. Ri	HOERS TO THIS SECURITY INSTRUMENTLY INSTRUMENTLY INSTRUMENT, the covenants and a	waives all right of homestead exemption in UT. If one or more riders are executed by greements of each such rider shall be indor is Security Instrument as if the rider(s) wa	Borrower and recorded together with porated into and shall amend and
[Check appl	iicable box(es)).		
	[] Adjustable Rate Rider	[] Condominium Rider	[] 1 - 4 Family Rider
	[] Graduated Payment Rider	[] Planned Unit Development Rider	() Biweekly Payment Rider
	[] Balloon Rider	[] Rate Improvement Rider	[] Guoond Nome Rider
	[] Other(m) {mpmaify}		
	NING BELOW, Burrower accepts and) executed by Formmer and recorded	agrees to the terms and dovaments contained with it.	
***************************************	<i>y</i>	FEARRINGTON MILLER Bootal Security Mumber	587-56-3421
		LAURA J. MILLER	587-80-7773
		0_	
			(Beal) Borrower
			(Seal)
		pace Below This Line for Acknowledgment]	
	APX MORTGAGE SERVIC 415 CREEKSIDE DRIVE PALATINE, IL 60067	MAIL TO: ES, INC.	T'S
TATE OF .	Illinois Cook	} } ss:	0/5/
_	ng instrument was acknowledged befor	ura J. MILLER, his wife	10, 1993 270033
Y COMMISSI	"OFFICIAL SEA LIESEL A. KRE Notary Public, State My Commission Expire	BS of Illinois Regard alliegher	TUBLIC (SEAL)
IIS INSTRUM	MENT WAS PREPARED BY: N.	SUMMERS	

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