28 NORTH GROVE AVENUE ELGIN, ILLINOIS 60120

LN # 207902-8

[Space Above This Line | for Reporting Data]

MORTGAGE

DEPT-OF RECORDING TRAN 0086 10/19/92 COOK COUNTY RECORDER

THIS MORTGA(iB ("Security Instrument") is given on

OCTOBER 6 1992

. The mortgagor is

REVIN R NOLAM AND CHRISTINE NOLAN HUSBAND AND WIFE

("Borrower"). This Security Ins avacau is given to FIRST PEDERAL OF ELGIN, V.S.A.

which is organized and existing under the law of UNITED STATES OF AMERICA address is 28 NORTH GROVE AVENUE, RIJIN, ILLINOIS 60120

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SIXTEEN THOUSAND FILE HUNDRED AND 00/100

Dollars (U.S. \$ 116,500.00

This debt is evidenced by Borrower's note dated the same date is this Security Instrument ("Note"), which provides for monthly . This Security payments, with the full debt, if not paid earlier, due and payeth on NOVEMBER 1 2022 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's companies 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 County, Illinois: COOR

LOT 15041 IN SECTION 1 WEATHERSFIELD UNIT RS, BEING A SURDIVISION IN SECTIONS 26 AND 21, TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIR PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECOFDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 14, 1963 AS DOCUMAN NUMBER 20519658. PERMANENT INDEX NUMBER: 07-21-303-010

which has the address of

102 PATRICIA DRIVE SCHAUMBURG ("Property Address"); 60193

Richards

[Zip Code]

Form 3014 8/80 Amended 8/81

ILLINOIS - Single Family - Fannie MastFreddie Mac UNIFORM INSTRUMENT -6R(IL) (9108)

VMP MORTGAGE FURMS - (212)293-8100 - (800)621-7291

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writing to the payment of the obligation secured by the lien in a manner secondarie. (2) concerts in good faith the lien to the beginning to the lien; or obligation secured by the lien in a manner secondarie of the lien; or (c) secures from the lien in, legal precedings which in the Lender's chinky operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement subsection to Lender determines that any part of the Property is subject to a lien which near attain priority over this security Instrument, Lender determines that any text of the Property is subject to a lien which near attain priority over this Security Instrument, Lender determines that any text of the first lien. Borrower shall satisfy the stain priority over this of the actions set forth above within 10 days of the giving of no ice.

which may attain priority over this Socurity Instrument, and learchold payments or ground rents, it say. Borrower shall pay these obligations attain priority over this Socurity Instrument, and learning to the manner provided in paragraph 2, or if not paid, in that manner, Eorower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipes evidencing the payments. Borrower shall promptly furnish to Lender receipes evidencing the payments. Borrower shall promptly discharge any lien which has prierity over this Socurity Instruments in agences in

third, to interest due; fourth, to principal due; and last, to any late clisuges due univer the Note.

3. Application of Peyments. Unless applicable law provides otherwise, all payments received by Lender paragraphs. I and 2 shall be applied: first, to any prepayment charges due under the Look; second, to amounts payable under paragraph 2;

held by Lender, If, under paragraph 21, Lender shall acquire or set the Property, Lender, prior to the acquisition or sale of the Property, aball apply any Funds held by Lender at the time of the quisition or sale as credit against the sums secured by this Security Instrument.

monthly payments, at Londer's solo discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bonower any Funds

If the Punds held by Lender exceed the smounts remitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the nequirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow tunns when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Escrow tunns when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to entitle the amount necessary to make up the deficiency in no more than swelve to Lender the amount necessary to make up the deficiency in no more than swelve

Lender, if Lender its such an institution) or in any Federal Home Lean Bank. Lender, shall apply the Funds to pay the Facrow account, or verifying the Eacrow Items, unless Lender may not charge florrower for holding and applying the Funds, analyzing the escrow account, or verifying the Escrow Items, unless Lender in the Funds on the Funds and applicable law permits Lender in connection with this lear, indees applicable law provides otherwise. Unless an agroement is made or applicable law provides otherwise. Unless an agroement is made or applicable law provides otherwise. Unless an agroement is made or applicable law provides otherwise. Unless an agroement is made or applicable law requires interest to be paid, Lender stell need to require the require sort in writing, however, the intenses and debits to the Funds and charge, an assume accounting of the Funds, showing receing and debits to the Funds and debits to the funds are pledged as additional a curity for all sums accountly Instrument.

The Funds are pledged as additional a curity for all sums accountly Instrument.

The Funds shall be acid in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

Londer 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 attent are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leasebold payments or ground rents on the Property, if any; (c) yearly leasend or property insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in eccordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in eccordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "Escrow Items." Londer may, at any time, collect and hold Funds in an amount and the exceed the reactions are in a feature of inne, it so, it is in the for Borrower's escrow account under the federal Real Estate Settlement Frocedures Act of 1974 as amount. If so, it is or may, at any time, collect and hold Funds in an amount not to exceed the beaser amount. Lender may estimate the amount on Funds due on the basis of current data and reasonable estimates of future Escrow Items or estimate the amount on Funds due on the basis of current data and reasonable estimates of current Escrow Items or otherwise in accordance, with applicable law.

A. Payment of Principal and Interest; Prepayment and Late Charges. Horrower shall prompily pay when due the principal of and interest on the debt evidenced by the Mote and any irrepayment and late charges due under the Mote.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

ONIEORM CONFINANTS, Bottower and Lendor coverant and agree as follows: variations by jurisdiction to constitute a unito, in security instrument covering from property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations to constitute a uniform security instrument coverant coverants.

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

TOGETHER WITH all the improvements now or hereafter ureded on the property, and all easements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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generative se de la completa de la completa de estre de persona en especial de estre de persona de Merida de A ♦ Completa de la Merida de Completa 5. Hazard or Property instraints. By nowe shall core us improvements now childing of increated rected 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. It Borrower fails to maintain coverage described above, Londer 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 in Lender and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Londer

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 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 equival by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to are equisition shall pass to Lender to the extent of the sums secured by this Security Instrument Immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, whilish, 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 leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not desiroy, damage or impair the Property, allow the Property to deterierate, 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 forfelture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paregraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfe ture 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 loan application process, gave materially false or har curate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loar evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a r. incipal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower satisfies 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 Bonce et 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 bank-uptcy, probate, for condemnation or forfeiture of the property and Lender, it rights in the Property. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender, it 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 Security last 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 adultion a dobt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these grounds shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender at Porrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender and 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 retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 9/90

payments may no longer be required at the option of Londer, if mort rage insurance cheerage in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage 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. 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 reasonable cause for the inspection.

10. Condemnation. 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 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 thall 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, unless Borrower and Lander 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 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 applied have 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's abandened by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle u win 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, citier to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borlower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the month, payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Release is Forbearance By Lender Not's Waiver. Extension of the time for payment or modification of amortization of the sums accured 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 Horrower'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 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 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; Join and Several Lieblity; Co-algners. 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 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 charge 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 increased permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal ower 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 Horrower 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 fede at hiw 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 et. the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

be severable.

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16. Barrower's Copy. Bo more thall begin note conformaticipy of the Note in the Security Instrument.

17. Transfer of the Property of Recording the state of the Property of Recording the Security Instrument.

18 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 Lender's prior written consent. Lender may at its option, required in mediate payment in full of all sums secured by this Security Instrument. Instrument. However, this uption shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstale. If Borrower meets cartain 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 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 attorneys' fees; 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 Bornower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Bornower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accoleration had occurred. However, this right to relastate 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 Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under 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 paragraph 14 above and applicable law. The notice will state the name and address of the new Lorn Servicer and the address to which payments should be made. The notice will also contain any other

information required by ar plicable law.

20. Hexardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on ec in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any En in mental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of the relous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give ander 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 Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If corrower 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 Invi onmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law must the following substances: gasoline, kerosene, other flummable or toxic 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 was and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender (unifor covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (Ent/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 storre wer, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the totice 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 attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation coats.

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

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Form 3014 9/90

October County Close Source

24. Riders to this Security Instrument. Security Instrument, the covenants and agreem the covenants and rare ments of this Security I: {Check applicable box(e2)}	ents of each such	rider shall be incorpora	ted into and shall amend and s	r with this uppiement
Adjustable Kato Rider Graduated Paylor of Rider		i Development Rider	1-4 Family Rider Biweekly Payment Ride	r
Baltoon Rider V.A. Rider	Citien(s) [sp	ement Rider ecify]	Second Home Rider	
20				
BY SIGNING RELOW, Borrower accords		terms and covenants co	ntained in this Security Instrum	ent and in
any rider(s) executed by Borrower and recorder Witnesses:	l with it.	-Kein R	Notan	(Scat)
		KEVIN R NOLAN		-Borrower
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	-Borrower			(Seal)
	-Distillant			-50110461
STATE OF ILLINOIS,	,	COOK CABITY		
The undersigned Thorin R. Nolan and C.	, Chi a Not	ary Public in and for set	d county and state do hereby ce	atify that
Kevin R. Nolan and CI	71,517,70		to be the same person(s) whose	(s\aman
subscribed to the foregoing instrument, appeared	• • • • • • • • • • • • • • • • • • • •	mischary new mis to me	and the man common branchistaly assured) Hanno(a)
signed and delivered the said instrument as -4-1	te i fros and	voluntary act, for the use	is and purposes therein set forth),
Given under my hand and official seal, this	10+4	day of Octo		E 2,
My Commission Expires:		Talhe	an O pighe	
		Notary Public	C/	
This Instrument was prepared by:			0	
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