

~~SEARCHED~~ ~~INDEXED~~ ~~SERIALIZED~~ ~~FILED~~ UNOFFICIAL COPY WHEN RECORDED RETURN TO:

~~WHEN RECORDED RETURN TO:~~

MIDAMERICA FEDERAL SAVINGS BANK
1001 S. WASHINGTON ST.
WAVERVILLE, IL 60566

COOK COUNTY, ILLINOIS
MERRVILLE, IL 60566
FILED FOR RECORD

1992 OCT 21 PM 12:23

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MORTGAGE

331

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 14TH, 1992. The mortgagor is

OCTOBER 14TH, 1992.

The mortgagor is

WILLIAM H. HALLERBECK and CAROLYN S. HESSE, HUSBAND AND WIFE

MIDAMERICA FEDERAL SAVINGS BANK

("Borrower"). This Security Instrument is given to **MIDAMERICA FEDERAL SAVINGS BANK**,
which is organized and existing under the laws of **UNITED STATES OF AMERICA** and whose
address is **1001 S. WASHINGTON ST., MAYERVILLE, IL 60566** ("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED ONE THOUSAND FIVE HUNDRED AND NO/100

This debt is evidenced by Borrower's note dated the same date as this Secy. Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2007. This Security 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 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:

LOTS 48 TO 50 IN BLOCK 11 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND MAPERVILLE HIGHWAY AND WEST OF THE EAST LINE OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, PRODUCED NORTH TO SAID HIGHWAY IN COOK COUNTY, ILLINOIS.

1806210026

P.I.N. 1806210027

which has the address of 1106 MAPLE ST.
[Street] WESTERN SPRINGS
[City]
Illinois 60558 ("Property Address").
[Zip Code]

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

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

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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, hazards included within the term "extended coverage," and any other hazards, including floods or food damage which the Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, for which the Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which Lender shall not by unreasonable means withhold. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

3. Borrower shall promptly discharge any lien which has a 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) conveys in good faith the lien by, or defers

a. Charges: Lenses. Borrower shall pay all taxes, assessments, charges, fines and imposts arising attributable to the Property which may accrue thereon, and leasehold payments or ground rents, if any. Borrower shall pay the expenses of maintenance, repair and improvement. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, II. Borrower makes these payments in the manner provided in Paragraph 2, or if not paid in due manner, Borrower shall pay them directly to the Person owed in the manner provided in Paragraph 2, or if not paid in due manner, Borrower shall pay these obligations in full to Lender.

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, forth, to principal due, and last, to any late charges due under the Note.

Lenders may require payment of interest on the amount of funds held by Lender at the time of acquisition or sale as a credit against such sums secured by the Security instrument.

Under section 3(1)(b) of the Securities Act, the Company may not offer or sell the Shares until the registration statement on Form S-3 is declared effective by the SEC.

subjected to pay the Escrow taxes when due, Lender may so do notwithstanding the amount necessary to make up the deficiency.

If the Funds held by Lender exceed the amounts per item to be held by applicable law, Lender shall account to Borrower for the excess amount.

however, that interest shall be paid on the Funds and the purpose for which each debt is made. The Funds are pledged as showing credits and debts to the Funds and the Funds shall give to bondholders, without charge, an annual accounting of the Funds.

This loan, unless otherwise specified, shall not be required to pay Bonds or any interest or earnings on the Funds. Borrower and Lender may agree in writing,

items, unless Lender has Borrower's consent, 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

Funds in an account may exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current and reasonable estimates if a loanholder fails to timely furnish items or otherwise fail to cooperate in accordance with applicable law.

accordant under the Federal Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section 2601 et seq. ("FESPA"). Unless another law that applies to the Funds sets a lesser amount, if so, lender may, at any time, collect and hold

of the payment of nonguaranteed premiums. These items are called "Exclusion Items". Lender may, at any time, collect and hold

which may affect property over this security instrument as a lien on the property; (ii) yearly leasehold payments or ground rents on the property if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortgage

22. **Fundus for taxes and inheritance.** 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 ("Fundus") for (e) yearly taxes and assessments

Programs of Professional and Legal Charges. Borrower shall promptly pay when due the principal of

10. The following table gives the number of hours worked by each of the 100 workers.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless 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 damages to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture 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 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 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 inaccurate information or statements 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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender 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 Borrower 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 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 retain those 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 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.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, 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 or 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 Servicer") 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 Loan Servicer and address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give 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 Hazardous Substance or Environmental Law of which the Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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 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 costs.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.	
Witnesses:	
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Ballroom Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Grand Unified Payment Rider	<input type="checkbox"/> Rate Improvement Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider
<input type="checkbox"/> Long-term Minimum Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Adjustable Rate Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.	
Witnesses:	
<input type="checkbox"/> Social Security Number: 341-8-4147 (Seal)	<input type="checkbox"/> Social Security Number: 341-8-4147 (Seal)
Borrower WILLIAM H HALLERBCK	
Social Security Number X-133-36-3067 (Seal)	
Borrower CAROLYN S HESSE	
Social Security Number 341-8-4147 (Seal)	
Borrower WILLIAM H HALLERBCK and CAROLYN S HESSE, HESSE AND WIFE a Notary Public in and for said County and State do hereby certify that WILLIAM H HALLERBCK and CAROLYN S HESSE, HESSE AND WIFE reside in the County of DuPage, Illinois, and are qualified to do business in the State of Illinois.	
Given under my hand and at the same instrument as above, this day of October, 1992.	
Subscribed and delivered in the foregoing instrument appeared before me this day in person, and acknowledged that he/she/it heretofore known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, respectively, heretofore known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, respectively.	
Notary Public, State of Illinois My Commission Expires 2/23/95 Nancy Davis	

<input type="checkbox"/> Adult/Teen Rider Rate	<input type="checkbox"/> Grandmother/Mother Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	<input type="checkbox"/> VA Rider
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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 14TH day of OCTOBER , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

NIDAMERICA FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the

at: 1106 MAPLE ST., WESTERN SPRINGS, ILLINOIS 60558

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1ST , 19 95 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (- 2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 6.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.750 %, which is called the "Maximum Rate", or less than 6.750 %, which is called the "Minimum Rate".

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 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 as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment if full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

William H. Hallenbeck
WILLIAM H. HALLENBECK
(Seal)
Borrower

Carolyn S. Heesee
CAROLYN S. HEESEE
(Seal)
Borrower

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Property of Cook County Clerk's Office

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