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AFTER RECORDING RETURN OFFICIAL COPYS LOAN #1 10489616

BencPLUS Mortgage Corp. 935 LAKEVIEW PKWY. #105 VERNON HILLS, IL 60061

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Volume:

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MODTOAOF	7G1
MORTGAGE	di
THIS MORTGAGE ("Security Instrument") is given on OCTOBER 22	
JUDITH MANSA' GANO A HUSBAND AND WIFE	
("Borrower"). This Security instrument is given to	
BancPLUS Mortgage Serp. which is organized and existing under the laws of the State of Texas and whose address is 9501 MCALLISTER FREEWAY, PAN ANTONIO, TX 78216	
Borrower owes Lendur the principal sun of	"Londer"
Borrower owes Lender the principal sum of NINETY THREE THOUSAND SIX HUP FIRD AND NO/100———————————————————————————————————	due and payable or percent. This Socurity renewals, extensions raph 7 to protect the socurity sudden this Security
LOT 9 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 15 IN FIRST ADDITION	
LOT 3 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 15 IN FIRST ADDITION WALTER G. MC INTOSH'S FOREST VIEW GARDINS. A SUBDIVISION OF LOTS 15 TO AND 24 TO 27 INCLUSIVEIN CIRCUIT COURT PARTITION OF PARTS OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE TH PD PRINCIPAL MERIDIAN AND OF SECTION 1 AND SECTION 12, TOWNSHIP 38 NORTH, RANGE 12, RAST OF THE	0 19 01 AND 32, Parts
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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."

BORROVER COVENANTS that Borrower is lawfully suised 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 dismands, subject to any encumbrances of record,

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

ILLINOIS - Single Family - Famile Mee/Freddle Mee UNIFORM INSTRUMENT L838 Rev. 04/91 (24ge 2 of 5 24gs)

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- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dubt evideograd by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable taw or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a flen 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; (a) yearly mortgage insurance promiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in flou of the payment of mortgage insurance premiums. These floms are called "Escrow 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 faderal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("REISPA"), unless another faw that applies to the Funds sets a leason 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 Secrow 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 Londor, if Londor is such an institution) or in any Federal Home Loan Bank. Londor shall apply the Funds to pay the Escrew Items. Londor may not charge Borrower for holding and applying the Funds, annually analyzing the escrew account, or verifying the Escrew Items, unless Londor pays Borrower interest on the Funds and applicable law permits Londor to make such a charge, blowerer, Londor may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lendor in connection with this town, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lendor shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lendor may ligred in writing, however, that interest shall be paid on the Funds. Lendor shall give to Borrower, without charge, an amount incoming of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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 this Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments, Unless applicable lay provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges rue under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may uttain priority over this Security Instrument, and leasehold perments or ground cents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that namer, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all nations of amounts to be paid under this paragraph, if Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Sicurity 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 liender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may 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 existing or himoafter erected on the Property insured against toss by fire, bazards 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 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. If Borrower falls to maintain coverage described above, 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 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, before may make proof of loss it 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 Lander's security is not tessened. If the restoration or repair is not economically feasible or Lander's security would be lessentid, 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 abandon's the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to softle a claim, then Lender may collect the insurance proceeds. Lunder 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 Lunder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lunder 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; Borrower's Loan Application; Lasseholds. 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 Lendor otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendating discurstances 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 only or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially repair the lieu created by this Security Instrument or Lendor's security interest, Borrower may dure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith determination, precludet forfeiture of the Borrower's interest in the Property or other material impairment of the tien created by this Security instrument or Lander's security interest, Borrower shall also be in default if Borrower, during the total application process, give materially false or inaccurate information or statements to Lender for falled to provide Lander with any material information in connection with the loan inidenced by the Note, including, but not imited to, representations concerning Borrower's accupancy of the Property as a principal residence. If this Security Instrument is on a leasohold, Enrower shall comply with all the provisions of the lease, if Borrower acquires fee title to the Property, the leasehold shall the fee title shall not merge unless Londer agrees to the merger in writing,
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property teach as a proceeding in bank-cotcy, probate, for conformation or fortesture or to enforce laws or regulations), then Lander may do and pay for whatever. In necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any strip secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and ordering on the Property to make repairs. Although Lander may take action under this paragraph 7, Lender does not have to do so.

Any amounts discered by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless for ower and Lender agree to other terms of payment, these amounts shall been interest from the date of discursionent at the Note rate and shall be physical, with interest, upon notice from Lender to Borrower requesting payment.

- 6. Mortgage insurance. If Londo in quired mortgage insurance as a condition of making the toan secured by this Security instrument, Borrower shall pay the premier's required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Landr, larges or ceases to be in effect. Borrower shall pay the promierra 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 prividually in affect, from an alternate mortgage insurer approved by Lander, if substantially equivalent mortgage insurance coverage is, not available. Borrower shall pay to Lander each month a sum equal to one-twelfth of the yarly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and ratain those playments as a loss reserve in their of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender it mortgage insurance coverage (in the emount and for the period that Lender requires) provided by an insurance by Lender it mortgage insurance coverage (in the emount and for the period 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 discover and Lander 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. Candemnation. The proceeds of any award or claim for damages, sired or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance is 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 rettal taking of the Property in which the fair market value of the Property invedtitely before the taking is equal to or greater than the amount of the sums secured by this Security Instrument inventiably 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, divided by (c) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking in unless Borrower and Londer otherwise agree in writing or unless applicable taw 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 Bornower, or if, after notice by Lender to Bornower that the condemnor offers to make an award or settle a claim for damages. Bornower 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 accurate by this Security instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Socurity 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 amortization of the sums secured by this Security Instrument by resson of any demand made by the original Borrower or Borrower's successors in interest, Any forbusiance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; cloim and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall find and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's devenants and agreements shall be joint and several. Any Borrower who obesigns this Security Instrument but does not execute the Note: (4) is do-signing this Security Instrument only to mortgage, grant and donvey that

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Borrower's interest in the Property under the terms of this Becurity Retruments (b) is not personally obligated to pay the sums secured by this Security Settlement; and to agrees that bender and any other Borrower may agree to extend, modify, forbest or make any apportunishment on the terms of this Security Retrument or the Note without that Borrower's consent.

- 13. Lean Charges, if the loan secured by this Security instrument is subject to a law which sets maximum toan charges, and that law is finally interpreted so that the interest or other loan charges deflected or to be sollected in connection with the loan exceed the permitted tends, there (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted tends and (b) any sums already collected from Borrower which exceeded permitted tends will be refunded to Borrower, Lenjer may choose to make this refund by requesting the principal owed under the Note or by making it direct payment to Borrower. If a return reduces principal, the reduction will be treated as a partial propagation without any propagation charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by detecting it or by making it by this 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 Lander shall be given by first class mail to Lender's address stated become or any other address Lunder designates by notice to Borrower. Any notice provided for in this Security Instrument shall be discussed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Deverting Law; Severability, this Sequrity Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property is tocated, in the event test any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 18. Barrawer's Copy, Girrower shall be given one conformed copy of the Note and of this Beautity 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 said or transferred and Borrower is not a natural person) without Lander's prior written consent. Conder thay, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option that not be exercised by Lander if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lenter exercises this option, Lordo shill 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 their turns prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further no ice or demand on Borrower.
- 18. Borrower's Right to Reinstate. If Borrower remais certain conditions, Borrower shall have the right to have enforcement of this Security Instrument (incontinued at any term prior to the earlier of tall 6 days (or such other period as applicable law may specify for reinstatument) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing his 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 expanses incurred in enforcing this Security Instrument, including, but not tended to, reasonable attorneys' fees; and (c'. takes such action as Lender may reasonably require to assure that the tien 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 in Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration has occurred, However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Lean Servicer. The Note or 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 county result in a change in the entity (known as the "Loan Servicer") that collects monthly phyments 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 policible law. The notice will state the name and address of the new Loan Servicer and the 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 also to do, anything all thing 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodilation 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 harbicides, volatile solvents, materials containing asbestos or formalduhyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the juurisdiction 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; (s) 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)

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that failure to cure the default of colors he dat partied a fine futto my 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 exact 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 forestose 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, ressonable 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 dosts.
 - 23. Waiver of Homestead, lickrower waives all right of homestead examption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall smend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(65))

	Adjustable Rate Ride	[] Condensinary Bidor	1-4 Family Ridor
	Graduated Paymont Right	[] Plannad Unit Development Skipr	Biweekly Payment Rider
	Dalloon Ridur	Rate improvement filder	Second Hame Rider
	Ciner(s) [specify]		
a nd	BY SIGNING BELOW, Horrower accome any rider(s) executed by Borrower and	ne and agrees to the terms end coverent id recorded with it.	e contained in this Security instrument
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		MSDAS P. BALERIA)	
		CHITH M. S. L. M.	Saler - (Scale Applicant
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Γ	STEVEN B. BASHAW		and Notarial Seal this 222~0
	My Commission Brains 6-6-41	day of colo	1197

This instrument was prepared by LAURIE LIVINGSTON of BancPLUS Mortgage Corp.

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My commission expires:

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