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(Space Above This Line For Recording Date)

PREPARED BY: N. SUMMERS

MORTGAGE

THIS MORTGAGE ("Se urity Instrument") is given on OCTOBER 16

19 92. The mortgagor in STJEPAN VUJICA AND VALERIJA VUJICA, HIS WIFE

DEVON BANK

("Borrower"). This Security Instrument is given to

DEVON BANK

under the laws of ILLINCIS

6445 N. WESTERN NENUE, CHICAGO, IL 60645

Borrower ower Lender the principal out of ONE HUNDRED THOUSAND AND 00/100

Dollars (V.S \$ ***100,000.00). This debt is evidenced by Borrower's note that the full debt, if not the first factority Instrument of the first factority Instrument. , 2007 paid warlier, due and payable on NOVEMBER 1 secures to Lender: (a) the repayment of the labt evidenced by the Mote, with interest, and all renewale, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph ? 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 surtgage, grant and convey to Lender the following described property COOK

LOT 14 AND LOT 13 (EXCEPT THE NORTH 15 FEET THEREOF) IN BLOCK 4 IN OLIVER SALINGER AND CO'S KIMBALL FOULEVARD ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CLANNEL OF THE SANITRAY Clart's Office DISTRICT OF CHICAGO, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID.

13-02-404-037-0000

which has the address of

5929 NORTH KIMBALL AVENUE

Illinois

60659

[Zip Code]

["Property Address"]]

TOOSTHER WITH all the improvements now or hereafter eracted 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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unancumbered, except for encumbrances of second. Burrower warrants and will defend generally the title to the Property against all claims and demands, subject to any engambrances of record.

THIS SECURITY INSTRUMENT combines uniform governmes for national use and non-uniform coverants with limited variations by justiculation to constitute a uniform cocurity instrument covering real property,

ILLINOIS Single Family

Fannie Mee/Freitdie Mac UNIFORM INSTRUMENT

Form 3014

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Property of Cook County Clerk's Office

UNIFORM COVENANTS. 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 Mote.
- 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written walver by Lender, Borrower shall pay to Lender on the day monthly payments are dus under the Note, until the Note is paid in full, a sum ("funds") fort (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance 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 0, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's sucrow account under the federal Roal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 et seq. ("RESPA"), unless another law that applies to the Funde mate a lesser amount. If so, lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may setimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Econom Itams or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analysing the secrow account, or verifying the Esprow Items, unless Lender gays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a cha-time charge for an independent real estate tex reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires internst to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, to ever, that interest shall be paid on the Funde. Lender shall give to Borrower, without charge, an annual accounting of the linds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledge, at additional security for all sums secured by this Security Instrument.

If the Funds held by Lender excess the amounts permitted to be held by applicable law, Lander 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 Iteas when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to some up the deficiency. Morzower shall make up the deficiency is no more than twelve monthly payments, at Lender's sole discrition

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Sorrower any Funds held by Londer. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sele of the Property, shall apply any Funds held by Lender at the time of acquisition or cale, as a credit against the sums secured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable case provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts paysble under paragraph 2; third, to interest due; fourth, to principal due; and list, 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 attain priority over this Sacurity Instrument, and leasehold payments or ground rents, if any. Sorrower shall pay those obligations in the manner provided in paragraph 2, or if of paid in that menner, 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 promptly furnish to Lender receipts evidencing the payparagraph. ments.

Borrower shall promptly discharge any lien which has priority over this fedurity Instrument unless Borrower: (a) Agrees in writing to the payment of the obligation secured by the lien in a manner accept ble 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 satisfactory to Lender subordinating the og im mubject to a limb which may attern lien to this Sacurity Instrument. If Lender determines that any part of the Proje priority over this Beoughty Instrument, Lander may give Borrower a notice identifying on thec. Sorrower shall settafy the lien or take one or more of the ections set forth shows within 10 days of the giving of toolog.

d. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now editing or hereafter erected on the Property insured against loss by firs, hasards included within the term "extended oversage" 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 Sorrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described stove, farther may, at Lender's option, obtain coverage to protect Lender's rights is the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, incurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fessible 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 decurity instrument, whether or not then due, with any excess paid to forrower. If forrower mbandons the Property, or does not answer within 10 days a notice from Lender that the insurance varrier has offered to settle a claim, then Lander 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 parcquaph 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.

Famile Man/Freddie Mac UNIFORM INSTRUMENT

9/80

- 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. Sorrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lander's agentiny interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dississed with a ruling that, in Lender's good faith determination, precludes forfeiture of the borrower's internet in the Property or other material impairment of the lien created by this security Instrument or Lender's accurity interest. Borrower shall also be in default if Borrower, during the losn application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If sorrower 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 Unstrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include asymptotic account, paying reasonable attorney's 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 Len et under this paragraph 2 shall become additional data of Sorrower amounted by this Security Instrument. Unless Borrower and and a squee to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Sorrower requesting payment.

- 8. MORTGACE INSURANCE. If Lender required mortgage insurance as a condition of making the loss 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, torrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously in effect, the insurance coverage is mortgage in coverage in lieu of mortgage insurance 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 payments may no longer be required, at the optich of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insure, approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage in-vance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any arit an agreement between Borrower and Lander 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 resonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any sward or claim for designs, direct or consequential, is connection with any condemnation or other taking of any part of the Property, or for conveyance to 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 upplied 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 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 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 Froperty immediately before the taking is less than the amount of the secured immediately before the taking, unless Borrower and Lender otherwise agree in writing in unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether of not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the double 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 if the Property or to the sums secured by this Becurity Instrument, whether or not then due.

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

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER, Extension of the time for payment or modification of amortization of the sums accuracy by this decurity. 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 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 weiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this security Instrument shall bind and benefit the successors and assigns of Lender and Sovrower, subject to the provisions of paragraph 17. Sovrower's covenants and agreements shall be joint and several. Any horrower 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 Sovrower may agree to extend, modify, forbear or make any acrosmodations with regard to the terms of this Security Instrument or the Note without that Sovrower's consent.

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- 13. LOAN CHARGES, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the intersot or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected 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 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 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 desmed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. GOVERNING LAW: SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.
- Note are declared to be reverable.

 16. BORROWER'S OFY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. TRANSFER OF The PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. It 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 nums secured by this Security instrument. However, this option shall not be exercised by Londer if exercise is prohibited by federal law as of the date of the Jecurity Instrument.
- If Lander exercises this uptlo., Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the give the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrowe fills to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Becurity Instrument without further notice or demand on Borrower.
- 18. BORROWER'S RIGHT TO REINSTATE.

 If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disport nied at any time prior to the series 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) curse any default of any other covenants or agreements; (c) pays all expanses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney a 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 Borrower's obligation to pay the secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accured hereby shall remain fully effective as (n) accorderation had occurred. However, this right to reinstate shall not apply in the case of acceleration under peragriph 17.
- 18. SALE OF NOTE; CHANGE OF LOAN SERVICER. The mote or partial interest in the mote (together with this Security Instrument) may be sold one or more times without prior notice to vorciver. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Mote and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the lote. If there is a change of the Loan Servicer will be given written notice of the change in accordance with paraction if the shows and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which sevents 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, for allow anyons else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences in 11 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 Hamardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental r regulatory authority, that any removal or other remediation of any Hamardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 39, "Hawardous Buhetances" are those substances defined as tosio or he article substances by Environmental Law and the following substances: quantine, berosens, other flammable or tosio petroleux products, tosio pesticides and herbicides, volatile solvents, materials containing assets or formaldehyde, and radioactive raterials. As used in this 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 CCVENANTS. 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 10 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the dofault 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not oured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all some secured by this Security Instrument without further demand and may foreclose this Becurity Instrument by judicial proceeding, Lender shall be extitled 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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Instrument without charge to Borrower. Borrow	• •	·
	waives all right of homestead exemption in the	•
24. RIDERS TO THIS SECURITY INSTRUMEN this Socurity Instrument, the covenants and ag supplement the covenants and agreements of thi		preted into and shell assend and
(Check applicable box(ee)).		
[] Adjustable Rate Rider	[] Condominium Rider	{ 1 - 4 Family Rider
[] Graduated Payment Rider	[] Planned Unit Development Bider	[] Biwsekly Payment Rider
{	() Rate Improvement Rider	[] Second Home Rider
[] Other(*) [specify]		
BY SIGNING BELOW, Borrower accepts and a ny rider(s) executed by contraser and recorded itnesses:		in this Security Instrument and in
C/X	gotjepon bije	(6cal)
7	STJEPAN VUJICA Bociel Becurity Number	356-74-7804
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	VALERIJA VUJICA	361-66-9497
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	pace Below This Line or Acknowledgment]	
	MAIL TO:	
APX MORTGAGE SERVICE 415 CREEKSIDE DRIVE PALATINE, ILLINOIS 6006		
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DUNTY OF	1 56.	
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The foregoing instrument was acknowledged befo	re me this	<i></i>
STJEPAN VUJIÇA AND VALER		
January .		
COMMISSION EXPIRES CONT. STATE OR 31.	COX A Nothing	Three (SEAL)
S INSTRUMENT WAS PREPARED BY:	SPINERS	t
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	BOX 333 —	A STA

Property or Coot County Clert's Office