## UNOFFICIAL COPY ...

WHEN RECORDED MAIL TO: COUNTRYWIDE FUNDING CORPORATION P.O. BOX 7024 PASADENA, CALIFORNIA 91109-8974

LOAN #

7059743

ESCHOW/CLOSING #. R27597

92826166

SPACE ABOVE FOR RECORDERS USE

## MORTGAGE

THIS MORTGA (E ("Security Instrument") is given on October 19, 1992 BRULE T MORGAN

AND SHELLA M MORCAN HUSBAND AND WIFE

\$31.50

("Borrower"). This Security Instantent is given to COUNTRYWIDE FUNDING CORPORATION

DEPT-01 RELORDINGS 148888 15 AM 4205 11705793 12137100 18783 : G \* ~ 92 ~ 826166

COOK COUNTY RECORDER

which is organized and existing under the laws of NEW YORK address is 155 NORTH LAKE AVENUE PASADENA, CA 91109 ("Lender"). Borrower owes Lender the principal sum of

, and whose

. The mortgagor is

TWO HUNDRED TWO THOUSAND THREE HUNDRED and 00/100

Dollars (U.S. \$ 202300.00

This debt is evidenced by Borrower's note dated the same due as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and phyable on November 1, 2022 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Now, 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 coverents and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and corvey to Lender the following described property located in County, Illinois:

LOT 42 IN TEMPLE WOODS OF INVERNESS, BEING A SUBDIVISION OF PARTS OF SECTIONS 20 AND 21, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST 0, THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1959 AS DOCUMENT NO. -10/45 17570240. IN COOK COUNTY, ILLINOIS

PIN: 02-20-200-023

# -BR(IL) (9105)

which has the address of 1918 PHEASANT TRAIL , INVERNESS ("Property Address"); 60067 -Illinois

[Zie Code]

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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Fc/m 3014/9/90

(Street, City),

TOGETHER WITH all he represented mover or retently or the property, and at easements, appartenances, and tixtures now or hereafter a pair of the property. All replacements and mandows 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 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.

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 Note.

2. Funds for Taxes and Insurance. 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or p-operty insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "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 releted mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lenver may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount or Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow 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 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 the rower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender may Borrower interest on the Funds and applicable law permits Lender 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 this load, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that pracrest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting 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 suchs secured by this Security Instrument.

If the Funds held by Lender exceed the amount pe mitt xl to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of a policible law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender 10 y so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shalf make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, ill payments received by Lender under paragraphs 1 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; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fine; and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or great a rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if no: paid in that manner, Borrower, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish 15 Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts or identing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument imless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) corrects in good faith the lien by, or detends 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 size dinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may taken 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.

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5. Hazard or Property In urrave horrover's and telp the indeptement now existing or creater exceed on the Property insured against loss by tire, hazards included within the term "oxiended 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. 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall bave 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 I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the equisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservetion, 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 she'd continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Len er 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 judgment 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 forfeiting of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Leider'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 long evidenced by the Note, including, but not limited to, representations concerning Horrower's occupancy of the Property as a proveigal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrowe 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 (ignificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or ic 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 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 margints 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 molare, the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mertgage 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 cont 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 an anonth 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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nd of this Security Instrument. 16. Borrower's Copy.

16. Borrower's Copy. The love Middle Selection of Coolong deby of the love and of this Security 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 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.

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 Horrower 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 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) 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 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 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 Loar, Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substituce. 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 manufacture of the four Statement that are appearant to the presence, use, or storage on the Property of small quantities of Haze Jous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give t-ender written notice of any investigation, claim, demand, lawsuit or other action by any

Borrower shall promptly give thender 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 Porrower 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 Er viro mental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substancer: pasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volutile solvents, materials of maining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federa by, and laws of the jurisdiction where the Property is located that relate to bealth safety or environmental protection. to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender fu ther covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Morrower 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 taw 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 is crower, 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 pay cent in full of all sums secured by this Security Instrument without further demand and may foreclose this Security In the ment by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in th's 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, Londer 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.

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payments may no longer be required, if he option in transfer, if indexing the interance colorage (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 shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is 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 proceeds multiplied by the following fraction: (a) the total amount of the sums secured manediately 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 applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a clair for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

by this Security Instrument whether or not then due.

Unless I ender and Burrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly r tyrients referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Releaser, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amerization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of dv. 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 waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint at d Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements mall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signily 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 obliqued 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 Instrum et is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest 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 united the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prejugment 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 placen by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal aw 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 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

he severable.

Form 3014 9/90 Initials: JW

## UNOFFICIAL COPY 5.5

Security Instrument, the coverants and agreements of this Security	cements of each such rider shall be incorpa	Borrower and recorded together with this brated into and shall amend and supplement f this Security Instrument.
{Check applicable boy(es)}  [ ] Adjustable Rate Rider [ ] Graduated Payment Rider [ ] Bulloon Rider [ ] V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accounty rider(s) executed by Borrower and recor	pts and agrees to the terms and covenants of	contained in this Security Instrument and in
Winesses:	BRUCE T MORGAL SHELLA M MORGA	Scal)  Horrower  (Scal)  Horrower  (Scal)
	(Seal)	(Scal) -Bostower
STATE OF ILLINOIS,	Count	y 86; ( )
1, ANE SHOPEN	$\mathcal{L}(\mathcal{L}_{\mathcal{L}^{(q)}})$ , a Notary Public in and for s	aid county and state do hereby certify that
subscribed to the foregoing instrument, appearing and delivered the said instrument as  Given under my hand and official seal, the	ared before me this day in person, and ackn After free and voluntary act, for the u	ses and proposes therein set forth.
My Commission Expires:	Notary Public	ary ledis 4 mill
Control STATE		· C
This instrument was prepared by:		0
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STEET STAFF