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COOK COURTY ICLINOIS TO SPICE RECORD

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.. (Space Above This Line For Recording Date)

PREPARED BY: J. HULAK

MORTGAGE

THIS HORTGAGE ("S Junity Instrument") is given on NOVEMBER 11 ZAVEN A. DAVIDIAN AND EVLIN A. DAVIDIAN, HIS WIFE 19 92 . The martyagor ha

DEVON BANK al ememble espile bis,

("Sorrower"). This Demurity Instrument is given to , which is organized and existing

under the laws of ILLINGIA

6445 N. WESTERN N/ENUE, CHICAGO, ILLINOIS 50645

Borrower owen Lender the principal sup of ONE HUNDRED EIGHTEEN THOUSAND AND 00/100 ****118,000.00). This debt is evidenced by porrower's note Dollars (J.f. 1

dated the same date as this paperity instrument ("Hote"), which provides for monthly payments, with the full debt, if not , 2007 paid earlier, due and payable on DECEMBER 1 This Requesty Instrument socures to Lander: (a) the repayment of the dabt svidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sume, with interest, advanced under paragraph 7 to protect the security of this descrity instrument; and (a) the performance of Borrower's sevenants and agreements under this Security Instrument and the Mote. For this purpose, Borrower does hereby springer, grant and convey to Lender the following described property COOK

LOT 2 IN BLOCK 8 IN GROVEDALE HOMES UNIT NO. 3, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/1 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF SHERMER ROAD AND NORTH OF THE RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLUNDIS, EXCEPTING THEREFROM THAT PART OF THE SOUTH 418.50 FEET THEREOF WHICH LIES EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE AURTHEAST 1/4 OF SECTION 13 AFORESAID, THROUGH A POINT 1100.20 FEET WEST OF THE CENTER LINE OF Copy Opping SHERMER ROAD, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID.

09-13-202-035

9242 N. CAMERON AVENUE

MORTON GROVE

60053

("Property Address");

(Zio Code)

TOORTHER HITH all the improvements now or hereafter orested on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be dovered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

HORROWER COVENANTS that Borrower is invitally suised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unenoumbered, except for engumbrances 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 was and non-uniform novements with limited variations by jurisdiction to constitute a uniform security instrument govering real property.

ILLINOIS -Single Family-

Fennie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014

9/90

TYCTOBER.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST: PREPAYMENT AND LATE CHARGES. Dorrower 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 Lunder, Borrower shall pay to Lender on the day monthly payments are due unter the Mote; until the Mote is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lies on the Property; (b) yearly leasehold payments or ground rente on the Property, /* any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums, if any name payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in litu of the payment of mortgage insurance premiums. These items are called "Escrow Items. Lender may, at any time, collect and hot funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for norrower's escrows account under the federal Heal Metate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 at seq. ("REGDA"), unless another lies that applies to the Funds sets a lesser amount. If no, londer may, at any time, collect and hold Funds in an amount not to exceed the Jesser amount. Lender may estimate the amount of 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 deposite 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 Earrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escraw account, or verifying the Earrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Dorrower to pay a one-time charge for an independent real setate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be pid, Lender shall not be required to pay Borrower any interest or sernings on the Funds. Borrower and Lender may agree in writing, newver, that interest shall be paid on the Funds. Lender chall give to Borrower, without charge, an annual accounting of the Funds, showing cradits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged to additional security for all sums sequend by this Security Instrument.

If the Funds held by Landor exist d the amounts parmitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance when the requirements of applicable law. If the amount of the Funds held by besides at any time is not dufficient to pay the Barrow I'ess when due, Lender may no notify Borrower in writing, and, in such uses Borrower shall pay to Londor the amount necessary to take up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretis...

upon payment in full of all sums secured by this pecurity Instrument, Kender shall promptly refund to Borrower any Funda held by Londer. If, under paragraph 21, Lender shall adjuire or sell the Property, Lender, prior to the acquisition or sale of the property, shall apply any Funda 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, 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 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, alterments, charges, fines and impositions attributable to the Property which may attain priority over this Hadurity Instrument, and leasehold payments or ground zents, if any. Horrower 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 furnity to Lender all notices of amounts to be paid under this paragraph. If horrower makes these payments directly, Borrower shall promptly furnish to Lender requipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the decurity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation neutred by the lien in a manner account 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 (o) necures from the holder of the lien an agreement estimatory to Lender subordinating the lien to this flacurity Instrument. If Sender determines that any part of the Property is subject to a lien which may attain priority over this Bedurity 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.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hearth included within the term "extended coverage" in any other hearth, including floods or flooding, for which bendur requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer 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 downrage described above, which applicable option, obtain downrage to protect Lander'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 most, are clause. Lender shall have the right to hold the policies and renewals. If Londer requires, Burrower shall promptly give to Letter all seceipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insiring darrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and norrower 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 ecourity is not lessened. If the restoration or repair is not economically feasible or Lender's ecourity 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 Dorrower. If Borrower abandone 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 restors 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 agras in writing, any application of proceeds to principal shall not extend or postpone the due date of the worthly 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 damage
to the property prior to the acquisition shall pass to Lender to the extent of the sums escured by this Becurity Instrument
immediately prior to the acquisition.

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8. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; Borrower shall occupy, natablish, and use the Property so Borrower's principal residence within eixty days LEASEHOLDS. after the execution of this decurity 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 connent shall not be unreasonably withheld, or unless extenuating pirounstances exist which are beyond Borrower's control. Dorrover shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any forfeiture ection or proceeding, whether civil or original, is bugun that in Londer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lion ornated by this Security Instrument of r Lender's negurity interest. Borrower may dure such a default and reinstate, as provided in paragraph A4, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith determination, predudes forfeiture of the Borrower's interest in the Property or other material Impairment of the Lien dreated 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 inacourate 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 dimoerning Borrower's occupancy of the Property as a principal recidence. If this Security Instrument is on a lussehold, Borrower shall comply with all provisions of the lease. If horrower 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 producing that may significantly affect Lender's rights in the Property (such as a proveding in bankruptcy, probate, for condemnation on 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attornay's fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lander don not have to do es.

Any amounts disbursed by Linder under this paragraph 7 shall become idditional debt of Horrower ascured by this Security Enstrument. Unless Borrower and Linder 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 finder required mortgage insurance as a condition of making the loan sourced by this decurity Instrument, Borrower shall pay the premiums required to maintain the nortgage insurance in effect. If, for any reason, the Kortgage insurance doverage x qu x'd by Lender lupses or deades to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premiums equivalent to the dost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month or coased to one-twelfth of the yearly mortgage issurance premium being paid by Borrower when the insurance coverage lapsed or coased to be in effect. Londer will mocept, use x'd etain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the prion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an instair 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
- 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 responsible cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for variation, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyor to 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 to 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 accuracy 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 accuracy immediately before the taking. Any balance shall be paid to Bornower. In the vent of a partial taking of the Property immediately before the 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 accuracy 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 accuracy by this Heaurity Instrument whether ir not the sums are then

If the Property is shandoned by Bornower, or Lf, after notice by Lender to Bornower that the corper, or offers to make an award or settle a claim for damages, Bornower falls to ranpond to Lender within 30 days after the drie the notice is given, Lender is authorised to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums assured by this Security Instrument, whether or not then due.

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

11. BORROWER NOT RELEASED: FORBHARANCE BY LENDER NOT A WAIVER, Extension of the time for payment or modification of amortisation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the lishility of the original Borrower or Borrower's successor in interest. Lender shall not be required to commande proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortisation of the sums assured by this Security Instrument by Essays of any demand made by the original Borrower or Borrower's audonosors in interest. Any forbearance by Lender in exercising any right or semedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The coverants 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. horrower's devenants and agreements shall be joint and several. Any Borrower who co-signs this decurity Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that porrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbase or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's con-

ent.

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- 13. LOAN CHARGES, If the loan secured by this Security Instrument in 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 under the Hote or by making a direct payment to Borrower. If a refund raduces principal, the raduction will be treated as a partial prepayment without any prepayment charge under the Hote.
- 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 descurity Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this
- 16. GOVERNING LAW; SEVERABILITY. This Decurity 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 Deducity Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this decurity Instrument and the Note are declared to be severable.
 - 16. BORROWER'S COPY. Sorrower shall be given one conformed copy of the Hote and of this Security Instrument.
- 17. TRANSFER CATUL PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or cransferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without L nder'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 hender exercises this opine, hender shall give Serrower notice of acceleration. The notice shall provide a period of not less than 30 days from the fate the notice is delivered or mailed within which Borrower must pay all sums secured by thin Security Instrument. If Sorrower fails to pay these sums prior to the expiration of this period, Lender may invoke any resedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. BORROWER'S RIGHT TO REINSTATE If Borrower meets mertain conditions, Borrower shall have the right to have enforcement of this Boourity Instrument di. oo timusd 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 Londor all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) ourse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this decurity Instrumont, including, but not limited to, reasonable attorne 'a fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Levelr's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchang d. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully offective as I to 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 . Destial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Destiner. 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 pararryph 14 above and applicable 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 present, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow my no slee to do, snything affecting the Property that is in violation of any Environmental Law. The preceding two sentences that not apply to the presence, use, or storage on the Property of small quantities of Hawardous Substances that are general, 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 Schotange or Snyizonmental Law of which horrower has actual knowledge. If Horrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hamardons Substance affecting the Property is necessary Dicrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

he used in this paragraph 29, "Mazardous Substances" are those substances defined as toxic or hose substances by Environmental Law and the following substances: gasuline, kerosane, other flammable or toxic patroleum products, toxic pasticidos and herbicides, volatile solvents, materials containing aspectos or formuldohyde, and radiosotive materials. in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property in located that rolate to health, exfety or environmental protention.

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 ours 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 oursd; and (d) that failure to cure the default on or before the date specified in the notice may result in accoleration of the sums secured by this decurity Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after accoleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Derrower to acceleration and foreclosure. If the default is not ourse on or before the date openified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further domand 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 coats of title syldenos,

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	23. WAIV	ER OF HOMESTEAD	orrower walves	all right of home	estend byemption is	the Property.	•
	24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Dorrower and reported together with admirtly Instrument, the devenants and agreements of each such rider shall be incorporated into and shall amend and playent the devenants and agreements of this decority Instrument as if the rider(s) were a part of this decority Instrument.						
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by	ZAVEN			A. DAVIDIA	Olf	у Равно	(SEAL)
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