(Space Above This Line For Recording Lists)

PREPARED BY: C. KOSMLL

MORTGAGE

THIS HORTGAGE ("Selectly Instrument") is given on NOVEMBER 17,
19 92. The mortgagor in TINOTHY R. GRUBE AND MARCIA A. GRUBE, HIS WIFE MOVEMBER 17,

APX MORTGAGE SZRVICES, INC.

('Barrower'). !!bis Security Instrument is given to , which is organised and existing

under the laws of ILLINCIP

and whose address in

Clan

415 CREEKSIDE DRIVE, PALATINE, ILLINOIS 60067

("Lender")

Borrower owen Lender the principal due of ONE HUNDRED TWELVE THOUSAND AND 00/100 ****112,000.00 Dollars (U.S. | This debt is evidenced by Morrower's Note

dates) the same date as this Security Instrument ("Note"), which provides for southly payments, with the full debt, if not This decurity Instrument

, 2022 paid earlier, due and payable on DECEMSER 1 egougne to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, 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 progresses covenants and agreements under this Security Instrument and the Note. For this purpose, Fortower does hereby warrange, grant and convey to Lander the following described property COOK located in

LOT 3 BLOCK 7 IN GRANT HIGHWAY SUBJIVISION, ONTARIOVILLE, COOK COUNTY, ILLINOIS, BEING A PART OF THE WEST 1/2 OF SECTION 36 TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PLINCEPAL MERIDIAN, AS PER PLAT THEREOF REGISTERED MAY 7, 1925, A DOCUMENT NUMBER 255 219, IN COOK COUNTY, ILLINOIS.

92884360

DEPT-01 RECURDING

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745555 (RN 2285 11/24/92 14:36:00 47103 E ₩-92-884360 COOK (SO) (Y RECORDER

PERMANENT TAX ID. 06-36-103-008

which has the address of 2140 SYCAMORE AVENUE

60103 (Kip Code) (Street) ("Property Address");

HAMOVER PARK (CITY)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be devered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unenquabered, except for enguabrances of record. Sorrower warrants and will defend generally the title to the Property against all glaims and desends, subject to any engumbranues of record.

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

ILLINOIS -- Single Family--

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DNIFORM COVENARYS. Burrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LAYE CHARGES. Scriver 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, Sorrower shall pay to Lender on the day monthly payments are due under the Mote, until the Note is paid in full, a sum ("Funde") 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 hassed or property insurance premiums; (d) yearly flood insurance promiums, if any; (e) yearly mortque insurance premiums, if any sums payable by Scrower to Lender, in administrate with the provisions of paragraph 9, in lieu of the payment of mortques insurance premiums. These items are called "Necrow 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 mortques loan may require for Scrower's account under the federal Real Scate Scate Scate Scate Actionant 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 Funds sets a lesser amount. If so, lender may, at any time, collect and hold Funds in an amount not to exceed the lessor amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Sacrow Items or otherwise in accordance with applicable law.

The Funda shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lander, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funda to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funda, annually analysing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funda and applyinable 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 loan, 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 my interest or earnings on the Funda. Borrower and Lender may agree in writing, longer, that interest shall be paid on the Funda. Lender shall give to Borrower, without charge, an annual accounting of the Funda, showing credits and debits to the Funda and the purpose for which each debit to the Funda was made. The Funda are pledge, a 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, Lender shall account to Sorrower 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 Hadrow Yerse when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to are up the deficiency. Borrower shall 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 Security Instrument, Lender shall promptly refund to Borrower any Funda held by Lender. If, under paragraph 21, Lender shall anguire 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 Becurity Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable .cw provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Nots; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and liet, to any late charges due under the Nots.

4. CHARGES: LIENS. Borrower shall pay all taxes, arguments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and essential payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if we paid in that manner, 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 paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this "courity 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 is the Lender's opinion operate to prevent the enforcement of the lien; or (a) socures from the holder of the lien an agreement stisfactory 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 estimate the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD ON PROPERTY INSURANCE. Borrower shall keep the improvements now enisting or hereafter erected on the Property insured against loss by fire, haserds included within the term "extended doverage" on any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the e-runts 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. Factor 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 nor gage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Sorrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Sorrower shall give prompt notice to the insurance Gerries and Londer. 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 soonomically 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 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 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 Sender, Borrower's right to any insurance policies and proceeds resulting from damage
to the property prior to the acquisition chall pass to Lender 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; SCHROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall gooupy, establish, and use the Property se Borrower's principal residence within sixty days after the execution of this security instrument and shall continue to occupy the Property as Sorrower'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 unleas extenuating diroumstances exist which are beyond Borrower's control. Sorrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Morrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Landar's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien orested by this Security Instrument 0 F Lender's security interest. Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Approver's interest in the Property or other material impairment of the lien created by this Security Instrument or Lander's ascurity interest. Borrower shall also be in default if Borrower, during the loan application process, gave meterially false 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 concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Sorrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Sorrower fails to perform the covenants and agreements contained in this Sequrity instrument, 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attendarys fees and entering on the Property to make repairs. Although Lender may take action under this perceptage 7, Lender dose not have to do so.

Any amounts disbursed by Leru's under this paragraph 7 shall become additional debt of Boszower secured by this Security Instrument. Unless Sorrower and Langer agree to other terms of payment, these smouths shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Berrower requesting payment.

- B. MORTGAGE INSURANCE. If Linear required mortgage insurance as a condition of making the loan secured by this security Instrument, Sorrower 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 deases to be in effect, Sorrower 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 insurance coverage is not available, Sorrower shall pay to Lander submonth a sum equal to one-twelfth of the yearly mortgage invarance coverage is not available, Sorrower when the insurance coverage lepsed or caused to be in effect. Lender will accept, use and the payments as a less reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the opin 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. Sorrower shall pay the premiums required to maintain mortgage in rance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ands in ancordance with any skit on agreement between morrower and Lender or applicable law.
- 6, 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 epecifying resensable causes for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for detail, direct 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 whall 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 (qual to me greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrow; and Lender otherwise agree in writing, the event secured ty this Security Instrument shall be reduced by the amount of the invesse 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 halance 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 it unless applicable law otherwise provides, the produced 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 Norrower, or if, after notice by Lender to Borrower that the conduct, offers to make an award or nattle a claim for damages, Borrower fails to respond to Lender within 30 days after the detrit's 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 secured by this Security Instrument, whether or not then due.

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

- 11. BORROWER NOT RELEASED: FORSEARANCE 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 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 amortisation 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 practude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The overneits and agreements of this Security Instrument shell bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverneits and agreements shall be joint and several. Any Sorrower who no-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) sgrees 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.

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13. LOAN CHARGES. If the loan sequred by this security Instrument is subject to a law which sets maximum loss 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 Corrover which exceeded permitted limits will be refunded to Corrover. Lender may choose to make this refund by reducing the principal conductant under the Note or by making a direct payment to Sorrover. 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 Becurity 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 deemed to have been given to Borrower or Lender when given as provided in this

paragraph.

18. GOVERNING LAW: SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the juriediction in which the Property is iccated. 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 Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be governable.

16. BORROWER'S 10.7Y. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.

17. TRANSFER Of Told 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 is Borrower is sold or transferred and Burrower is not a natural person) without Linder's prior written consent. Lender may, at its option, require immediate payment in full of all sums accuracy to the Security in trument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If Lender exercises this opile, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the sat; the notice is delivered or mailed within which Borrower must pay all sums secured by this Medugity Instrument. If Borrower sails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this security inscrument without further notice or desend on Borrowes.

18. BORROWER'S RIGHT TO REINSTATE.

11 Dorrower meets certain conditions, Borrower shall have the right to have enforcement of this Becurity 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 eals of the Property pursuant to any power of sale contained in this Becurity Instrument; or (b) entry of a judgment (aforzing this Becurity Instrument. Those conditions are that Borrower: (a) pays Lender all sums which them would be due under this Security Instrument and the Note as if no acceleration had convered; (b) nurses any default of any other covenants or agreements; (c) pays all expenses (nourred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's free; end (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 assured by this Becurity Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accured hereby shall remain fully effective as if to acceleration had cocurred. 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 of a partial interest in the Note (together with this Security Instrument) may be said one or more times without prior notice to sortower. A cale may result in a change in the antity (known as the "Loan Servicer") that collects monthly payments due usur: 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, Morrower will be given written notice of the change in accordance with pargraph 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

etate the name and address of the new Loan Bervicer and to contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the primence use, disposal, storage, or release of any taxardous Substances on or in the Property. Sorrower shall not do, nor allow an one else to do, anything affecting the Property that is in violation of any Environmental Law. The presenting two sentences whill not apply to the presence, use, or storage on the Property of small quantities of Mazardous Substances that are generally recognised to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demant, 'swell or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous (victance or Environmental Law of which Borrower has actual knowledge. If Borrower learne, or is notified by any governmental or applicatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessar, Forrower shall promptly

take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 25, "Hematdous Substances" are those substances defined as toxic or has recome substances by Mnuironmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum practice, toxic patroleum practices, volutive solvents, materials containing asbestos or formaldehyde, and radioactive (aterials. As used in this paragraph 25, "Environmental Law" means federal laws and laws of the jurisdiction where the Property 1. located that relate to health, safety or environmental protection.

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

21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured Ly this Security Instrument, forsolosure by judicial proceeding and sale of the Excepty. The notice shall further inform Sourcower of the right to reinstate after acceleration and the right to assert in the foreolosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreolosure. 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 foreolose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

-- Single Family --

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22. RELEASE. Upon payment of all authorized without sharps to boxtower. Borrows	me secured by this Medurity Instrument, I r shall pay any recordation dosts.	ender shall release this Sequrity
— · · · · · · · · · · · · · · · · · · ·	eivee all right of homestead exemption in th If one or more riders are executed by B	orrower and recorded together with
this Security Instrument, the dovernments and agreement the dovernments and agreements of this	security Instrument as if the rider(s) were	a part of this Security Instrument.
[Check applicable box(ee)].		
[] Adjustable Rate Hider	() Condominium Mider	() 1 - 4 Pamily Rider
[] Graduated Payment Rider	[] Planned Unit Development Rider	{ } Biweekly Payment Rider
[} Salloon Rider	[] Rate Improvement Rider	[] Second Home Rider
<pre></pre>		
BY BIGHING BELOW, Corrower accopts and againg rider(s) executed by sorrower and recorded w	grees to the terms and covenents contained in	n this Security Instrument and in
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PALATINE, ILLINOIS 60067		
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COUNTY OF COOK	} SS : }	u:
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The foregoing instrument was acknowledged before		17 KH
by TIMOTHY R. GRUBE AND MARCE	TA A. GRUBE 15 (W) (for person(a) acknowledging)	2 288 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7 888 7
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HIS INSTRUMENT WAS PREPARED BY: C.	No.	hren Seibert
	Mty Commission	Espires Murch 28, 1906

ILLINOIS -Single Family-

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"AFFICIAL SEP!"
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Yay Commission Express Claren 20, 195%