This fastrument Was Prepared By: was LORI J. GENTILE

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FIRST NATIONWIDE BANK A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450



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#4884 \$ *-92-919506

COOK COUNTY RECORDER

92919506

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000. 020

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10, 1992 FOBERT BELL, JR., A BACHELOR AND LARRY J. LONG, A BACHELOR The mortgager in

("Borrower"), This Security Instrument is given to FIRST A FEDERAL SAVINGS BANK which is organized and existing

NATIONWIDE BANK, A FEDERAL SAVINGS BANK under the laws of THE UNITED STATES OF AMERICA FRANCISCO, CA 94105-1817 , and whose uddress is 135 MAIN STREET, SAN

("Londer"). Borrower owes Lender the principal sum of

TWO HUNDRED SEVENTY TWO THOUS NO AND 30/100 Dollars (U.S. \$ ****272,000.00). This dobt is ovidenced by Borrower's note dated the same date as this Security I. strument ("Note"), which provides for monthly payments, with the full debt,

if not paid earlier, due and payable on DECEMBER 0. 2022 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, a call 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 covenants and agreements under this Socurity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londor the following described property located in COOK County, Illinois:

DE COMPANIE ON CONTROL AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

11 32 303 014

which has the address of

6701 NORTH NEWGARD AVENUE CHICAGO, IL 60626-0000

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully soized of the estate hereby conveyed and has the right to mortgage, grant and convoy the Property and that the Property is unmoumbered, 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.

CLOSER ID: 10380

FNMA/FHLMC Uniform Instrument 3014 9/90

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Loan # 0002919199

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UNIFORM COVENANTS, Borrower and Londor covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges, Borrower shall promptly pay when due the principal of

and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxos and Insurance. Subject to applicable law or to a written waiver by Londor, Borrower shall pay to Lander on the day monthly paymonts are due under the Note, 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 reals on the Property, il any; (c) yearly hazard or properly insurance premiums;(d) yearly flood inturance premiums, il any; (e) yearly mortgage insurance promiums, if any; and (f) any sums payable by Borrower to Londor, 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 related mortgage foan may require for Borrower's escrew account under the lederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 at seq. ("RESPA"), unless another law that applies to the funds sets a lesser amount. If so, Londor may, at any time, collect and hold Funds in an amount not to exceed the losser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow I tems 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 Londer, it Londer is such an institution) or in any Federal Home Loan Bank. Londer shall apply the Funds to pay the Escrew Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Itams, unless Londer pays Borrower interest on the Funds and applicable law permits Londer to make such a charge. However, Londer 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 of erwise. Unless an agreement is made or applicable law requires interest to be paid, Londor shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Londor 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 withe Funds was made. The Funds are pledged as additional security for all sums secured by this Security

Instrument.

If the Funds held by Lendon exceed the amounts permitted to be held by applicable law, Lendon shall account to Borrower for the excess funds in accordance with the root rements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Itoms when due, Leider may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Burower 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 of this Security Instrument, Londer shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire constitute Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londer at the time of acquisition in sale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unloss application by provides otherwise, all payments received by Londer 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 he Note.

4. Charges; Lions. Borrower shall pay all taxes, asses ments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, forcever shall pay them on time directly to the person ewed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly lurnish to Londor receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security 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 delends against enforcement of the lien in, legal proceedings which in the Lender's opin operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordisting the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Derrower 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

5. Hazard or Property Insurance, Borrower shall keep the improvements now (xizing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hizards, including floods or flooding, for which Londor 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 tails 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 mortging or is the Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all recorps of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Londer ray make proof of loss if

not made promptly by Borrower.

Unless Londor 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 leasible and Londor's security is not lessened. If the restoration or repair is not economically feasible or Londer's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whother 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 paragraph: 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 sequisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. 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 Londer 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 wasto 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 judgement 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 10380 CLOSER ID:

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paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londor's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Londor'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 Londor (or failed to provide Londor 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 the provisions of the lease. If Borrower acquires for title to the Property, the leasehold and the fee title shall not merge unless Londor 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 significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or for leiture 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 attornoys' 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 partigraph 7 shall become additional dobt of Borrower secured by this Security

Instrument. Unless Borrower and Lender 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. II Londer required mortgage insurance as a condition of making the loan 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 nortgage 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 avertally log. 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 the reference of the mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if 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 mai make reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection spoulting reasonable cause for the inspection.

10. Condemnation. The proceeds of any awars of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for confeyance 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 great 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 that, 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: (7/the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately be ore to 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 Lander, there were agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security as rement whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, after notice by Londo. to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Londor within 30 days of the date the notice is given, Londor 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization 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 rotuse 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 romedy shall not be a waiver of or preclude the exercise of any right or rome dy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions c.p., agraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does roll account 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) agr of 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 Instrument 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 under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a pertial propayment 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 Londer. Any notice to Lender shall be given by first class mail to Lender's address sluted herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrower or Lendor when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by tederal 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 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 be severable.

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16. Borrower's Copy. Horrower 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, 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 porson) without Londer's prior written consent, Londor 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 Londer if exercise is prohibited by federal law is of the date of this Security Instrument.

Il 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 Borrower 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, Il 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 judgement 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) 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' feen; and (d) takes such action as Londor may reasonably require to assure that the lien of this Security Instrument, Londor'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 effectivess 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 Servicer") that collects monthly payer and 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 a servicer 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. Pure wer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borro we shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding the sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, it is solitied 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 Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kr. sone, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbeites or formal only do, and radioactive materials. 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 COVENANTS, Burrower and Londor further cavenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borr we'r 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 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 by this Security Instrument, forcelesure 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 forcelesure producting the non-existence of a default or any other defense of Borrower to acceleration and forcelesure. 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 forcelese this Security Instrument by judicial proceeding. Letter 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.

. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded trge lier with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and suppler on the covenants and agreements of this Security Instrument (Check applicable box(r))

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) specify	Condominium Rider Planned Unit Development Rider Convertible Rider	☐ 1-4 Family Rider ☐ Biweekly Payment Ri ☐ Second flome Rider

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BY SIGNING BELOW, Borrower accepts and agreen to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

(Valut Bell)						
ROBERT BELL, JR. VI					· ·	Date
Larry J. Long					11/10/	72-
YARRY J. JONG!	/					Dot
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My Commission Expires 11/26/95

COPY 01 OF 03

LOT 14 IN BLOCK 2 IN CARLSON AND HOLMER SUBDIVISION OF LOTS 1 AND 1 IN SLEED TESTON BY LAT PAINT FREE RECEIVER) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0002919199 F 50 BELL, JR., ROBERT, LONG LARRY J. 6701 NORTH NEWGARD AVENUE Property of Cook Colling Clerk's Office CHICAGO IL 60626-0000

92919502