\$2408740

92942836

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE MISSPELLING FORM MP-8
OF THE BORROWERS NAMES ON THE NOTARY SECTION AND FOR THE ROVISED 10/91
NOTARY TO ACKNOWLEDGE THE CORRECTION

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II

1991 SERIES C and D MORTGAGE

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*This Document is b description.	ieing re-redorded to b	correct the legal This insin	
	92553894	NORMEST	MORTGAGE INC.
· · · · · · · · · · · · · · · · · · ·		<u>930 W.</u>	175TH ST., HOMEWOOD (Address) 60430
	une 4TH	JUNE	10.92
14-IIS MORTGAGE Is made to	TO THE COMMODINE COMPANY AND ADMINISTRATION OF THE SHIP OF THE WAY AND ADMINISTRATION OF THE PARTY OF THE PAR		
between the Mortgago		ND KRISTYLOU STAZAK, A SPIN	,
	(herein "Borrower"), and	d the Mortgingen, NORWEST MORTGA	
			organized and existing
under the laws of MINNESOT	/, whos	se address is 405 S.W. 5TH STR	FEI, DES MOINES.
10WA 50309-4603		(herein "Lander").	
WHEREAS, Borrower is Inde	bled to Lenria in the principal sum c	OI FORTY NINE THOUSAND	SIX HUNDRED S
AND GO/100******	****	Dollars, which indebtedness is o	widenced by Borrower's
note dated JINE 4TH, 19	92(here	ain "Note"), providing for monthly insta	ovidenced by Borrower's
interest, with the balance of the i	ndebteaness, if not sooner paid, due	and payable on	2
	4		Č
TO SECURE to Lender (a) th	e repayment of the indebtedness ivide	caced by the Note, with interest thereon,	, the payment of all other
		tec: the security of this Mongage, and	
·		repayared of any future advances, with i	
		dvances", Forrower does hereby morte	
	escribed property located in the Cour		
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LOT XX IN BLOCK 2 I	IN FISHELL'S ADDITION TO C	CHICAGO LAWN PETYG A	210
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			\$2408740 32553894

TOGETHER with all the improvements now or hereafter erected on the property, and all annoments, rights, appurtanances, roots, TOGE FIRST with all the improvements now or hereafter erected on the property, and all interments, rights, appurtanances, ronts, royalities, ministral, oil and gas rights and profits, water water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasohold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". A transfer of the leasohold estate if this Mortgage is on a leasehold) are herein



UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and the interest on the indeptedness evidenced by the Note, prepayment and tale charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Londor, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to onetwelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twellth of yearly memium installments for hazard insurance, plus one-twellth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lende on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or gunranteed by a Federal or state agency (including Lender if Lender is such an institution). Lander shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, and exceeds the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly in allments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, Insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency

within 30 days from the drive notice is malled by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof ne Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquistion by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unie's applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 horeof shall be ap "ed by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 horeof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Charges: Liens. Borrower shall pay at tries, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage, and lensehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrow r m king payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such hay nents. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required and discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner a ceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operators prevent the enforcement of the lien or forfeiture of the Property or any part
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such when hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The Insurance carrier providing the insurance shall be chosen by 37 hower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2

hereof or, if not paid in such manner, by Borrower making payment, when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to form acceptable to form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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 og Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such

restoration or repair is not economically feasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if Borrower falls to respond to Lender within 30 days from the tate notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is withorized to collect and apply the

Insurance proceeds at Lender's option either to restoration or repair of the Property or to the suins secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installment referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any incurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lendur to the extent of the sums

- secured by this Mortgage immediately prior to such sale or acquisition.
- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereo
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's Interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintriln such insurance in affect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtodness of \$60.

Borrower secured by this Mortgage, Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon \$60. notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursament at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.



9. Condemnation. The proceeds of any award or civilin for demagns, direct or consequential, in connection with any condemnation

or other taking of the Property, or part thereof, or for conveyance in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borroyer. In the event of a partial taking of the Property, unless Borrower and Lander otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property Immediately prior to the date of taking, with the balance of the proceeds paid to Gorrower.

If the Property is abandoned by Barrower, or II, after notice by Lender to Corrawer that the condemner offers to make an award or settle a cialm for damages, Borrower falls to respond to Londer within 30 days after the date such notice is mailed, Londer is authorized to collect and apply the proceeds, at Lender's option, alther to restoration or repair of the Property or to the nume secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any auch application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. Borrower Not Released, Extension of the time for payment or modification of amortization of the sums accuracy by this Mortgage granted by Lunder to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in Interest. Lender shall not be required to commence proceedings sgainst such successor or reture to extend time for phymont or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Walver, Any forbearance by Lander in exarcising any right or remedy hereunder, or atherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remady. The procurement of insurance or the payment of taxes or other liens or charges by Lander shall not be a waiver of Lander's right to accordant the maturity of the Indebtedness secured by this Mortgage.
- 12. Remedies Curtaiptive. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or alforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Analyns Bound; Joint and Several Liability; Captions. The convenants and agreements herein contained shall bind, and the rights hereunthrishall inure to, the respective successors and assigns of Lender and Borrower, and any untity designated by Lender, its successors or assign, to service this Mortgage, subject to the provisions of paragraph 17 horsel. All covernants and agreements of Borrower shall on olat and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interplat or define the provisions hereof.
- 14. Nolles. Except for any notice regalrod under applicable law to be given in another manner, (a) any notice to Borrower provided for In this Mortgage shall be given by mailing such notice by cortified mall addressed to Borrower at the Property Address or at auch other address as Borrower may designate by notice to Lender'ns provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Londer may designate by notice to Borrower as provided herein. Any notice provided for in this Mangage shall be deemed to have been given to Borrower'or Cander when given in the mariner designated herein.
- 15. Uniterm Mortgage; Governing Law: Severab lity. This form of mortgage combines uniform covenants including his grant non-uniform covenants with limited variations by jurisdiction. To constitute a uniform security instrument covering real property. This Mortgage and be governed by the taw of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict sine? Let uffect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provintans of the Mortgage and the Note are declared to be severable.
- 16.Borrower's Copy. Borrower shall be furnished a conform id copy of the Note and of this Mortgage at the time of execution or after
- 17. Transfer of the Property. If all or any part of the Property or an 'hiterest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien of or a imbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a 'ransfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this hiorigage to be immediately due and payable.
- If Lender exercises such option to accelerate, Lender shall mall Borrovin, notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is malled within which Borrower may pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lendermay, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 thereof.

NON-UNIFORM COVENANTS. Borrower and Lender further convenant and agree as full was

- 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's brench of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Londer prior to acceleration shall mall notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower, by which such bread, must be cured; and (4) that failure to cure such brench on or before the date specified in the notice may result in acceleration of the sums sec (red by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to lains, a'c after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other detense of Por over to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not thinked to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Londer in enforcing the covenants and agreements of Borrower contained in this Mortgage and in antording Londer's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the tien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lendor in Possession, As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's less, premiums on receiver's bonds and reasonable attorney's less, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 21. Future Advances, At no time shall the principal amount of the indebtedness secured by this Morigage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.
- 22. Release. Upon payment of all sums secured by this Mortgage, Lander shall release this Mortgage willhout charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 23. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

	711.00	and My	Nich			
	ROGER M. JET	PKA	a parties	-	L ic	mese
	KRISTYLOU'S	TAZAK	agal	ر المحافظة المراضعة ا	no	00000
		County ss:				
THE UNDERSIGNED		, a Notary i			ty and	stato,
do hereby certify that ROGER M. KOPKA* A BAC	HELOR AND XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXX* A SPIN	ISTER		
personally known to me	e to be the same pe	rson(s) whose no	ime(s)	ARE		
subscribed to the foresting instrument, appeared before	me this day in perso	on, and acknowle	dged that	THEY		
hosigned rino delivered the said instrument	as THEIR			trae ar	ועומע מר	ntary
act, for the uses and purpouss herein set forth.						
Given under my hand and official seal, this 4TH		day of	JUNE		., 19	9;_
"OFFICIAL SEAL" Clora B. Miller	alou	<u>S.</u> (
Notary Public, State of Illinois My Commission Expires 5/26/96) ₄ (Notary Fin	Stic			
	Co,					e
	OUNE	×				JE STATE
ADDAMBLIA The sights and obtain	inclines of the nexts	s to the Mayteans	and the Note			•

ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note

ADDENDUM. The rights and obligations of the parties to this hortgage and the Note which is secured by the Mortgage are expressly made subject to his Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage or the Note, the provisions of this Addendum shall control. The Borrower agrees that the Londer or its assignee may, at any time without prior notice, accelerate all payments due under the Mortgage and Note and exercise any office remedy allowed by law for breach of the Mortgage or Note if (i) the Borrower agrees that the control of the Mortgage or Note if (i) the Borrower of the remember and primary residency; or (ii) the statements made by Borrower in the Buyer's A lida if (illinois Housing Development Authority Form MP-6A) are not true, compilete and correct, or the Borrower fails to abide by the agreements contained in the him of Affidavit; or (iii) if the Lender or the Illinois Housing Development Authority linds may statement contained in said Affidavit to be untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the loan.

NOTICE TO BURROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN, DO NOT SIGN THE NOTE OR THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

92942836

THO: JASSIST WIT VICE PRESIDENT NORMEEL ::onglesA MOBILEVEE of Tablue 19 92. IN WITNESS WHEREOF, the Assignment and executed this Assignment the ATH. whomover the same of this instrument so requires. The words "Assigner" and "Assigner" shall be construed as if they rend "Assigners" and "Assignees" nove of complete and to englese bus soylistnessigor with intotool, TO HAVE AND TO HOLD the same unto the Assignue and to the successors, legal TOGETHER WITH the note describe: (1) sold Mortgage and the monics due and to become due thereon 35875831

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STATE OF ILLINOIS Raso 10 conn

WISSTIV

N.C. 125498

COUNTY OF COOK

COBPORATION na thoir tron and voluntary act, and as the tree and voluntary act of said Distore the this dry is person and acknowledged that they signed, souled and delivered the said instrument of writing ASSISTANT, VICE, PRESIDENT, and CLOSER and the first they appeared the subsence and the said instrument of writing and construction. I, PATRICIA BABCOCK and CLOSER of a Notiny Public in and tor the County and State are seald, do hereby personnily known to may to be the seame personne whose remines are such personnily known to may to be the seame personne whose remines are such personned to the foregoing treatment as such personnily known to may to be the seame personned and sealed to the foregoing treatment of appeared to the foregoing treatment of without the personnel of the foregoing treatment of the foregoing treatment of the foregoing treatment of the foregoing treatment of the personnel of the foregoing treatment of the foregoing treatment

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My Commission Expires 421/96 Patricle Haboock Notery Public, State of Illinols JOERICIVE SEVE

(agvir)

The instrument was propored by NORMEST MORIGAGE, INC. - DEBORAH HARE 1 HORE THE STREET My Commination Explice

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Property of Cook County Clark's Office