, PREDARED BY: JANE SHEA DES PLAINES, IL

60016

RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB 2454 DEMPSTER DES PLAINES, ILLINOIS 60016 an decide will: 53

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ATTENTION: JANE SHEA

- (Spece Allove This Line For Recording Date)

MORTGAGE

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THIS MORTOAGE ('Somity Instrument') is given on DECEMBER 18, 1992

. The mortgager is

LUCIANO ZAMARRIPA

AND MARGARITA ZAMARRIPA, HUBBAND AND WIFE

AND JUAN ZAMARRIPA PACHELOR

("Berrower"). This Security Instrument is given to LASALLE TALMAN BANK FSB

which is organized and existing under the laws of UNITED STATES OF AMERICA

address is 4242 NORTH HARLEN

NORRIDGE, ILLINOIS 60634

ONE WINDRED TWENTY SIX THOUSAND

AND 00/100

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("Lender"). Borrower owee Lender the principal num of

126,000.00). Dollars (U.S. \$ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for

monthly payments, with the full debt, if not paid earlier, due and payable on ANUARY 1, 2023 This Security Instrument secures to Lander: (a) the repsyment of the debt evidenced by the Note, with interest, and all renewals. extensions and modifications of the Note: (b) the payment of all other sums, with literast, advanced under paragraph 7 to protect the accurity of this Security Instrument; and (c) the performance of Borrower's overents and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and onlyey to Lunder the following

described property located in COOK County, Ulinois: LOT 8 IN MUELLER'S SUBDIVISION, OF THE EAST 4 ACRES OF THE WEST 9 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE ININD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-30-200-011

which has the address of 1923 WEST BELMONT, CHICAGO 60657 ("Property Address"); Illinois Zia Čada

Bloom, City ,

ALINOIS-Single Family-Famile Mee/Freddle Mac UNIFORS INSTRUMENT ·ORITLE HETOTI

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TOGETHER WITH all home provided in 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."

BORROWER COVENANTS that Borrower is (awfully seised of the estate hereby conveyed and has the right to morigage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Bosrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") 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 hairard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paint aph 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 faderally related mortgage loan new require for Borrower's sucrow account under the faderal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Landez may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may setimate 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 deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrow(r for holding and applying the Funds, annually analyzing the escrow account, or varifying the Escrow Items, unless Lender pays no recover interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this 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 any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit; and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lander exceed the amounts permitted to be held of applicable law. Lender shall account to Borrower 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 Escrow Items when due, Lender may so notify Formwer in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower their 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 Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lander, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a cledit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Under under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payeble under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, 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, 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 lian 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 Lander; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander's opinion operate to prevent the anforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lander subordinating the lien to this Security Instrument. If Lander determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance Borrover that keep the improvements now sisting or hereafter erected on the Property insured against loss by fire hazards including the orn, "extended co tempe" and any other hazards, including floods or flooding, for which cannot require insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renownle shall be acceptable to Lander and shall include a standard mortgage clause. Londer shall have the right to hold the policies and ranewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid pramiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Leader and Borrower otherwise agree in writing, insurance proceeds shall be applied to rectoration or repair of the Property damaged, if the restoration or repair is economically fessible 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 Londer 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 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 secured by this Security Instrument

immediately prior to the acquisition.

6. Occupancy, F. stervation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and 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 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 descriptate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil of criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially irresir the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created 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 inscriming information or statements 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 concurning 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 fee title to the Property, the leasehold and the fee title shall not marge unless Lender as rees to the marger in writing.

7. Protection of Lender's Rights in the Property. If By rrotter fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that way significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture in 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 attorneys' fees and entering on the Property to make repairs. Alwough Lender may take action under this pragraph

Lender does not have to do so.

Any amounts disbursed by Lander under this paragraph 7 shall become sufficient debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of pays ent, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon nutlee from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of that ing 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 that pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost executially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage in airer approved by Lander. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Londo: available mortgage insurance coverage is not available. Borrower shall pay to Londo: avail not available. one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cessed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lander requires) provided by an insurance approved by Langer again, become available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance of affect of the provides four reserves until the requirement for mortgage inmirance ands in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is sutherly at 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 officerwise agree in writing, any application of proceeds to principal shall not extend or postpone the des data of be monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums are ired by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the limiting of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any auccessor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Leisder in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remody.

12. Successors and Assigns Bound; Jan and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit (10 successors and sasigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agree on its shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is of expining 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) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Secur ty 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 loss 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 Borrow's which exceeded permitted limits will be refunded to Borrower. Lander may choose to make this refund by reducing the parcipal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial 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 next a 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 Londer's address stated herein or any other address Londer designates by notice to Borrayer. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability, This Socurity 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 Society 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.

16. Barrower's Capy. Barrower shall be given one conform a copy of the Note and of this Security Instrument.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Londer may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the sarlier 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 Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured in reby shall ramain fully affective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Suvicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the ohings in accordance with paragraph 14 above and applicable faw. 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 low.

20. Hazardous Substances. Borry or shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyons else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that ... nerally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written written of any investigation, claim, demand, lawsuit or other ection 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 teams, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with 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 successive, and positive or formaldehyde, and radioactive materials respectively position of the jurisdiction where the Property is ideated that paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is ideated that paragraph 20, affect or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to receivration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to receleration 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 failurs to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Fri perty. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the rocaclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand 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 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.

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24. Aldere to this Security instrument. If one or more riders are executed by Borrower and recorded together

with this Security instrument, the covenents and agreements of each such rider shall be incorporated into and shall amend and supplement the envenants and agreements of this Besurity instrument as if the rider(s) were a part of this Security Instrument

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anally known to me to be the same person(s) while day in person, and seknowledged that THE	those name(s) substribed to the foregoing ins Y signed and delivered the said instru-	triment, appeared before
and voluntary act, for the uses and purposes the	erein set forth.	
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