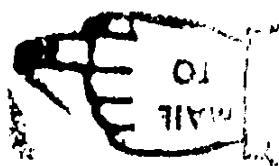


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WHEN RECORDED MAIL TO:

Household Bank, F.S.I.
NEL FIORETTI
100 Miller Drive
Wood Dale, IL 60191
FAX NUMBER: 6303776



DEPT-01 RECORDING \$71.50
F42883 TRAN 9283 02/21/92 10:15AM
42883 4 C *-92-102809
CO COUNTY RECORDER

92109809

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 7TH , 1992**.
The mortgagor is **JOSEPH D. WEILCZENSKI AND ALICE WEILCZENSKI, HIS WIFE**

("Borrower"). This Security Instrument is given to **Household Bank, F.S.I.**, which is organized and existing under the laws of **UNITED STATES**, and whose address is **100 Miller Drive, Wood Dale, IL 60191**.

("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars (U.S. \$ 130,000.00)**. 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 **MARCH 1ST, 1998**. This Security Instrument secures to Lender: (a) the repayment 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 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 Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cook County, Illinois

LOT 5 IN BLOCK 41 IN IRVING PARK, A SUBDIVISION OF 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #13-22-108-003

92109809

which has the address of **3847 N. LOWELL AVENUE**
[Street]

Illinois **60641** **(Property Address):**
[Zip Code]

B/52 **CHICAGO**
[City]

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876(1) (9103)

MFIL3112-04/91

Form 3014-9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-530-0303 FAX 616-791-1131

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10 min. 00 sec. 1000 500-9900 FAX 619-791-1111
GSA Schedule Bidders Form 1c

Form 3014-990 (page 2 of 6 pages)

12-AUG-96 2:37:59 PM

as of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

which may affect the security instrument, Lender may give Borrower a notice indemnifying the lien. Borrower shall pay the attorney fees of the Lender to this Security Instrument. If Lender determines that any part of the property is subject to a lien by, or defects against improvements of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender the lien by, or defects against improvements of the lien in a manner acceptable to Lender, (b) contains in good faith in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) agrees in writing to the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees

Borrower shall pay the priority over this Security instrument. Borrower makes these payments directly, 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 under this paragraph to the person or entity that paid in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on this day due date obligations in the manner provided in the Note; and, any, Borrower property which may affect the security instrument, Lender shall pay the amount of ground rents, if any, Borrower shall pay the amount of taxes, assessments, charges, fines and impositions attributable to the charges; taxes, and leases, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Clauses applicable to providers otherwise, all payments received by Lender under paragraphs 2 and 2 shall be applied first to any prepayment due under the Note; second, to amounts payable under paragraphs 2; third, to interest due; fourth, to any late charges due under the Note.

secured by this Security Instrument.

Funds held by Lender, shall apply any funds held by Lender in the time of acquisition of, as a credit against the sums due on the property, if, under paragraph 2, Lender shall acquire or sell the property, Lender, prior to the acquisition of funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any deficiency in no more than twelve months, at Lender's sole discretion. Borrower shall pay up the such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender by this Security instrument to be held by applicable law, Lender shall account to

and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds of earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds as agreement is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an estimate to make such a charge. However, Lender pays Borrower to pay a one-time charge for an independent real Lender to make the Escrow items unless, unless, Lender may not charge for holding and applying the Funds and applicable law permits the Escrow items. Lender is such an account or in any federal home loan Bank, Lender shall apply the Funds to pay including Lender, if Lender may not charge for holding and applying the Funds, annually multiplying the escrow amount of estimated expenses of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account while deposited by a federal agency, instrumentality, or entity amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another less than applies to the Funds less a lesser amount, if so, Lender may, at any time, collect and hold Funds in an Escrow Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless Lender is a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Home Loan Bank, Lender may not exceed the maximum amount of monthly insurance premiums. These premiums are called "loan limits." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum premiums or "loan limits." Lender may not charge for the payment of monthly insurance premiums. These premiums are called "loan limits." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum premiums or "loan limits." Lender may not charge for the payment of monthly insurance premiums. (d) yearly flood insurance premiums which the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums, (e) yearly mortgage loans on the due under the Note, until the Note is paid in full, a sum "Funds," for: (a) yearly leasehold taxes and assessments which may affect the security instrument as a lien on the property; (b) yearly leasehold taxes and assessments which may affect the security instrument as a lien on the property; (c) yearly hazard pay to Lender on the day monthly payments are due under the Note, until the Note is waived by Lender, Borrower shall pay 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay prepared of and entered on the debt evidenced by the Note and any prepayments due under the Note.

3. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of principal and interest; Prepayment and Late Charges. Borrower shall pay when due the

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with numbered warranties and will defend generally the title to the property against all claims and demands, subject to any mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record.

Borrower grants and conveys the property and that the property is unencumbered, except for encumbrances of record, mortgages, grants and convey the property and that the property is unencumbered, except for encumbrances of record, and liens, 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."

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."

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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, 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 mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums 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 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 economically 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 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 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, Preservation, 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 deteriorate, or commit waste 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender 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 inaccurate 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 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 fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal 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 attorneys' 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 paragraph 7 shall become additional debt 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. If Lender 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 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by 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 lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable 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

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Form 304 9-90 - Page 4 of 6 pages
GARNISHMENT INSTRUMENT FORM NO. 100
FAX 813 721 1101

any conveyance 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 which the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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 authorized to collect and apply the proceeds to principal of the note.

11. Borrower's Release; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal of this Security instrument shall not exceed 12 months secured by this Security instrument pursuant to any extension or modification of the note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument.

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 of one co-signer collected or to be collected in connection with the loan exceeds the permitted limit, then (a) any such loan charge shall be reduced to the amount necessary to reduce the charge, and (b) any other address Borrower designates by notice to Lender, Any notice by Borrower of any other address of any other address Borrower designates by notice to Lender, Any notice by Borrower to be given by delivery to the first class mail unless applicable law requires use of another method, the notice shall be delivered to the first class mail unless applicable law requires use of another method, the notice shall be governed by the law of the place where the instrument is executed or by the law of the state or territory in which it is executed.

14. Notes. Any note to be given by Borrower provided for in this Security instrument shall be governed by the law of the state or territory in which it is executed.

15. Governing Law; Severability. This Security instrument shall be governed by the federal law and the law of the state in which the instrument is located in the event that any provision of this Security instrument or the Note are found to be invalid or unenforceable. To the extent that any provision of this Security instrument or the Note is invalid or unenforceable, such provision shall not affect other provisions of this Security instrument or the Note which are valid and enforceable.

16. Borrower's Copy. Borrower shall be given one 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 for or to a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. Lender may exercise its option to require immediate payment if exercise is provided by federal law as of the date of this Security instrument.

18. Borrower's Right to Reinstate. If Borrower fails to pay these sums prior to the earlier of (a) 5 days (or such other period as remedies permitted by this Security instrument at any time prior to the earlier of (a) 5 days (or such other period as

the date of this Security instrument), Lender may exercise its option to require immediate payment in full of all sums secured by this Security instrument. Lender may exercise its option to require immediate payment if exercise is provided by federal law as of the date of this Security instrument. Lender may exercise its option to require immediate payment if exercise is provided by federal law as of the date of this Security instrument.

19. Borrower's Cognovit. Borrower shall be liable to Lender for any amount due under this Security instrument if Lender is unable to collect the amount due under this Security instrument. Lender may exercise its option to require immediate payment if exercise is provided by federal law as of the date of this Security instrument.

20. Garnishment of the Note. If a garnishment is made on the Note, the garnishment will be treated as a partial payment without any reduction to Lender, unless Lender has agreed otherwise in writing. The garnishment will be treated as a partial payment without any reduction to Lender, unless Lender has agreed otherwise in writing. Any notice by Borrower to Lender of any sums already collected from Borrower by any other address Lender designates by notice to Lender, Any notice by Borrower to be given by delivery to the first class mail unless applicable law requires use of another method, the notice shall be governed by the law of the state in which it is executed.

21. Garnishment of the Note. If a garnishment is made on the Note, the garnishment will be treated as a partial payment without any reduction to Lender, unless Lender has agreed otherwise in writing. The garnishment will be treated as a partial payment without any reduction to Lender, unless Lender has agreed otherwise in writing. Any notice by Borrower to Lender of any sums already collected from Borrower by any other address Lender designates by notice to Lender, Any notice by Borrower to be given by delivery to the first class mail unless applicable law requires use of another method, the notice shall be governed by the law of the state in which it is executed.

22. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument.

23. Lender's Conscientiousness. 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 of one co-signer collected or to be collected in connection with the loan exceeds the permitted limit, then (a) any such loan charge shall be reduced to the amount necessary to reduce the charge, and (b) any other address of any other address Borrower designates by notice to Lender, Any notice by Borrower to be given by delivery to the first class mail unless applicable law requires use of another method, the notice shall be governed by the law of the state in which it is executed.

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27. Garnishment of the Note. If a garnishment is made on the Note, the garnishment will be treated as a partial payment without any reduction to Lender, unless Lender has agreed otherwise in writing. The garnishment will be treated as a partial payment without any reduction to Lender, unless Lender has agreed otherwise in writing. Any notice by Borrower to Lender of any sums already collected from Borrower by any other address Lender designates by notice to Lender, Any notice by Borrower to be given by delivery to the first class mail unless applicable law requires use of another method, the notice shall be governed by the law of the state in which it is executed.

20. **Hazardous Substances.** Borrower shall not cause of any Hazardous Substances on or in the Property, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any normal residents of the Property in accordance with Environmental Law.

21. **Acceleration.** Borrower shall not cause of any Hazardous Substances on or in the Property, Borrower shall not cause of any Hazardous Substances on or in the Property, Borrower shall not do anything the Permit the practice, use, disposal, storage, or release of any Hazardous Substances on or in the Property, Borrower shall not do anything the Permit the practice, use, disposal, storage, or release of any Hazardous Substances on or in the Property.

22. **Release of Note.** (Change of Loan Servicer). The Note or a partial interest in the Note together with this Security instrument may be sold one of more times without prior notice to Borrower unless the Note and this Security instrument is shown as the "Loan Servicer" that collects monthly payments due under the Note and this Security instrument may be one of more transfers of the Note and this Security instrument shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or in the Property, Borrower shall not cause of any Hazardous Substances on or in the Property.

23. **Waiver of Homeestead.** Borrower waives all right of homestead exemption in the Property.

24. **Instrument without charge to Borrower.** Borrower shall pay any recordation costs.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) {specify} | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Roger C. Weissenberg
ROGER C. WEISSENBURG
(Seal)
Borrower

Social Security Number 224-36-7161

Witness:

Janet J. Fioretto
JANET J. FIORETTTO
(Seal)
Borrower

Social Security Number 444-36-7161

(Seal)
Borrower

Social Security Number

Social Security Number

STATE OF ILLINOIS,

County of

I, *Janet J. Fioretto*, Notary Public in and for said county and state,

do hereby certify that ROGER C. WEISSENBURG AND JANET J. WEISSENBURG, are the same persons,

, personally known to me to be the same persons whose name(s) appear below.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

THE day of FEBRUARY 1995

My Commission expires:

Janet J. Fioretto
Notary Public

This instrument was prepared by

NEL FIORETTTO
Household Bank, f.s.b.,
(Name)
100 Mittel Drive, Wood Dale, IL 60191
(Address)

OFFICIAL Seal
Janet J. Fioretto
Notary Public, State of Illinois
My Commission Expires 11/26/95