BLOOMINGDALE, IL 60108

PREPARED BY:

JODI M. YORK

92149543

Space Above This Line For Returning Data

MORTGAGE

92149543

THIS MORTGAGE ("Security Instrument") is given on

ETSUKO MATSUBARA SINGLE, NEVER MARRIED MICHIKO SUZUKI PIVORCED, NOT SINCE REMARRIED FEBRUARY 24, 1992

The mortgagor is

("Borrower"). This Security Instancent is given to

CTX MORTGAGE COMPANY

which is organized and existing under the laws of

THE STATE OF NEVADA

COOK

and whose

address is

Ì

2 90426

P.O. BOX 19000, DALLAS. TEXAS 75219

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

ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED & 00/100

Dollars (U.S. \$

112,500,00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monunty payments, with the 10.11 debt, it not paid earlier, due and payable on MARCH 1, 2007

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, monthly payments, with the full debt, if not paid earlier, due and payable on 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 bereby mortgage, grant and convey to Lender the following County, Illinoi 2.3

LOT 12 IN FEET AND HIGGS SUBDIVISION OF BLOCK 19 18 MONTROSE, DEING A SURDIVISION OF THE HORTHWEST 1/4 END THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNS UP NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/2 OF LOT 1 OF A SUBDIVISION OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRE

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PECTADING

\$31.50

TAX ID NO: 13-15-114-001

which has the address of 60630 Hlinois [Zip Code]

described property located in

TEAH 2612 93/09/92/19/19:00 LELAND AVENUE, CHICAGO +5555 ("Property Address");

\$9873 i E サーデアin 304年 3/50 4 3 Page 1 COOK COUNTY RECURBING 1909 15/121

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GR(IL) (8106)

VMP MORTGAGE LORMS - 121 3629 3 8 100 - (860)621-729 1

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TOGETHER WITH all the improvements now or hereafter ejected on the property, and all casements, appurtenances, and tixtures 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 seised of the estate hereby conveyed and has the right to mortgage. again 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.

THS 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily 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, Bortower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") 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 hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morpgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, 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 from may require for Borrower's escrow account under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seg. ("RBSPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate his amount of Funds due on the basis of current data and reasonable estimates of expenditutes of future Escrow Items or other wise to accordance with applicable law.

The Funds shall as he'd in an institution whose deposits are usured by a federal agency, instrumentality, or entity (meluding Lender, if Lender's such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may no charge Bortower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may equire Horrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Joan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interes, to be paid, cender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, lowever, that interest shall be paid on the 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 pled cel as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amour is permitted to be held by 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 Botrower in writing, and, in such case Botrower shall pay to Lender the amount necessary to make up the deligency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Leader's sole discretion.

Upon payment in tall of all sums secured by this Sective Instrument, Leader shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire at sell the Property, Lender, 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 credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender 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 the Note.

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, 100.3 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. Forrower shall pay them on time directly to the person owed payment. Berrower shall promptly furnish to Lender all notices of a nounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipt, evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument agless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) o mosts in good faith the lien by, or defends against enforcement of the hen in, legal proceedings which in the Lender's option operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lend r subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, Lender 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 Usu areas forcewer shall kief the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender 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 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 inhandous the Property, or does not answer within 30 days a notice from Lender that the insurance varior 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 2) he 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

unmediately prior to Pacacquisition.

b. Occupancy, P escryation, Maintenance and Protection of the Property; Borrower's Luan Application; Leaseholds, Borrower shall occupy, exactish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and scall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the steroich are beyond Borrower's control. Borrower shall not be unreasonably withheld, or unless extenuating circumstances exist arich are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to discription, or commit waste on the Property. Borrower shall be us default if any forfeiture action or proceeding, whether civil or argumal, is begun that in Lender's good fault judgment could result in forfeiture of the Property or otherwise materially it is pair. The one created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstanc, as provided re-paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good fault determination, precludes fortenine of the Borrower's interest in the Property or other material Borrower, during the loan application process, gase materially false or maccurate information or statements to Lender to failed to provide Lender with any material information) in consection 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 integer in writing.

7. Protection of Lender's Rights in the Property. If Borrov et fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may agrificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortenine of avenfurce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property any Lender's rights in the Property. Lender's actions may include paying any sams secured by a fien which has priority over this Security Instrument, appearing in court, paying reasonable autorneys' 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. Murtgage 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 offect. It, 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 the control of the mortgage insurance previously in effect, from an alternate mortgage insurance experience to the substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each fronth a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage is pseed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in heur of mortgage insurance. Loss reserve

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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 Horrower 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 fieu of condemnation, are bereby assigned and

shall be paid to Lender.

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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 sams 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 annediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Botrower. In the event of a partial taking of the Property in which the fair market value of the Property anunediately 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's abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a capit 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, at its option, either to restoration or repair of the Property or to the sums

secured by this Security Lourament, 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 mentally payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released Furbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums seen ed by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security in arument by reason of any demand made by the original Horrower or Borrower's successors in interest. Any forbearance by I may in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the saccessors and assigns of Lender and Bottower, subject to the provisions of paragraph 17. Borrower's covenants and agreement, shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lei der 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, It the Joan secured by this Security Instancent is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other load ranges collected or to be collected in connection with the loan exceed the permitted limits, then. (a) any such loan charge shall be echiced 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 retund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be deated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrumen Wall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice small be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lende shall be given by first class mail the Lender's address stated herein or any other address Lender designates by notice to Bortower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower at Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by (eder I law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this hand, instrument or the Note; conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumer, or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument as a he Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property of a penelicial interest in horrower. If all of 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 Lender'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 it 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 Jate the notice is delivered or mailed within which Borrower must pay all sams 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, If 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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender 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 mented in enforcing this Security Instrument, melading, but not limited to, reasonable autorneys' 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 hereby shall remain tully effective 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 Nove: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be scale one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") the collects monthly payments 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 above and applicable law. The notice will state the name and address of the new Loan Servicer, and the address to which payments should be made. The notice will also contain any other

information required by applicable lay.

28. Hizardous Substances, Varrower 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 anyone else to do, anything affecting the Property that is in violation or any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Passardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender winer notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower craims, 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 Environment a Gaw.

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, 'lerc'sene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender turther coverage and agree as follows:

21. Acceleration: Remedies. Lender shall give notice to Horrower 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 way result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Horrower of the right to reinstate after acceleration and the right to assert it, the foreclosure 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 uption, may require immediate pay nent in full of all sums secured by this Security Instrument without further demand and may foreclose this Security construment 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 these array Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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ı	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				
I	the covenants and pyrecments of this Securit	y Instrument as if the	rider(s) were a part of	this Security Instrumen	it.
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	Adjustable Rate Kider Graduated Paymont Rider	Condominium Planned Unit	n Rider Development Rider	Biweekly Paym	
	Balloon Rider	Rate Improve	mem Rider	Second Home I	Rider
	L V.A. Rider] Other(s) [spe	cuyi		
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	BY SIGNING BELOW, Borrower was	eats and agrees to the	e terms and covenants	contained in this Sec	arity Instrument and
ζ.	in any rider(s) executed by Borrower and ref Witnesses:	order sam it)	
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	STATE OF ILLINOIS, (:00F	Con	My 88:	
	1. THE UNDERSTANCO	, a	Notary Public in and f	or said county and stat-	e do hereby certify
	hat mighto matsubara , SINGET, NEVER MAPRICO Mighto SUBURI , DIVORCED AND NOT SINGE REPARRIED				
	MICHIKO SOROKI , DI PORC			· T ′	was a house manadas
	subscribed to the foregoing instrument, appe	ared before me this d	personany known to n ay in person, and ackir	ie to be the same person owledged that	The Y HAVE
	signed and delivered the said instrument as	THEIR	we and voluntary act, f	or the uses and purpose	is therein set forth. Ş
	Given under my hand and official seal	this path	, gaz of LEBEOV	iki) /	1992 : 👸
	My Commission Expires:	\	Burrey Some	1 3 17.	
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	This Instrument was prepared by: JOI	DI M. YORK		·	
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