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This Instrument Was Prepared By:

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on-3.7 (01) (06) 2.749.7 THE RAY BY A LET AND BOOK OF MY WITH LAMB THUSBAND The mortgagor is 3 4

("Borrower") this Socurity Instrument is given to 114081

San Street Ships , which is organized and existing The laws of the state of the which is organized and in the second second with the second secon STANGEST OF RAIDS

("Lender") Horrower owes Londer the principal sum of

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chack provides for me.

This Security Instiextensions and modifications
arity of this Necurity Instrumen.

Note For this purpose, Borrower de.

Cos.

SATE A UNIO OF RECE BY Pollars $M(S,S) \mapsto A^* P(S,S) = 0$ (a) Pollars $M(S,S) \mapsto A^* P(S,S) = 0$ (b) Apply (b) This dobt is evidenced by Borrower's note dated the same date as this Security in comment ("Note"), which provides for monthly payments, with the full dobt, if not paid earlier, due and payable on 1977 and This Security Instrument secures to London (a) the 3 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 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements mane, this Security Instrument and the Note For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

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SAMATRIAL FARCES BUT

109 J. J. 2000 17:0900

2311 OF 170K AVE. PARE RICKEL, IE 60068-000

("Property Address");

TOOETHER WITT

now or hereafter a part of toregoing is referred to in to BURROWER COV and convey the Property a generally the title to the Property and convey the Property and part of the Property and Prop 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 toregoing is referred to in this Security Instrument as the "Property "

BORROWER COVENANTS that Borrower is lawfully soized of the estate hereby conveyed and has the right to mortgage, grant and 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 covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

CLOSER ID. 10247 ant is 11 to 16. A FM to of the Karling of the most strument of 11330 1 1 Car 51) 45 2 (RCS) 4/3 1 /2 m Single Fam 2

Loan # 0002751360

Copies: 1 of 3 - Return to Lander

2 of 3 - Borrower

3 of 3 - File



LOT 111 IN SMITH AND HILLS PARK RIDGE MANOR UNIT 2 BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 Droporty of County Clark's Office (EXCEPT WEST 217 FEET MEASURED ON NORTH AND SOUTH LINES THEREOF) OF SECTION 22. TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

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

2. Funds for Taxos 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 C'Eunds") 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 cents on the Property. it any, (e) yearly hazard or property insurance premiums,(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Horrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Home," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a few-few for a federally related mortgage loan may require for Borrowev's escrow account under the lederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds due on the boars of current data and reasonable estimates of expenditures of luture 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 ontity (including Londer, if Londer is such an institution; or in any Foderal Home Loan Bank, Londer shall apply the Funds to pay the Escrow Homs, Londer may not charge Borrower for holding and applying the Funds, annually analyzing the excrew account, or verifying the Esecow Homs, unless I endor pays Borrower into est on the Eunds and applicable law permits Lender to make such a charge. However, Lender may require Horrower to pay a onort in charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides of armise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interst or eachings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Lorrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Lunds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument

If the Funds hold by Lender all sed the amounts permitted to be held by applicable law, Lender shall account to Horrower for the excess Funds in accordance with the coquiments of applicable law. If the amount of the Funds held by Londer at any time is not sufficient to pay the Escrow Items when due, I on fee may so notify Porrower in writing, and, in such case Borrower shall pay to Londor the amount necessary to make up the deficiency. Parawer shall make up the deficiency in no more than twolve monthly payments, at Londor's sole discretion

Upon payment in bill of all sums secured of this Security. In strument, Lender shall promptly refund to Borrower any Funds held by Lander It, under paragraph 21, Lender Sall acquire of self the Property, Lender, prior to the acquesition or sale of the Property, shall apply any Funds held by Leader at the time of acquisition of sale as a credit against the sums accured by this Security Instrument

3. Application of Paymonts. Unber applicable faw provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied trest, to any propayment charges due under the Note, second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due, and fast, to any late charges due under the $\Delta \sigma to$

4. Charges; Lions. Borrower shall pax all taxes, assess neads, charges, times and impositions attributable to the Property which max attain perority over the Security. In its ument, and leasehold pay me, is or ground cents, if any. Borrower shall pay these caligations in the manner provided in paragraph ?, or if not paid in that manner, I wrotter shall pay them on time directly to the person owed payment. borrower shall promptly termish to Lender all notices of amounts to be faid under this paragraph. Il Borrower makes those payments directly Barrower shall promptly turned to bender recognise widons ing the payments.

Becomer shall promptly drichard only then which has jumetty over the Security Instrument unless Borrower. (a) agrees in writing to the just ment of the obligation served by the beam a manner acceptable of leader, (b) contests in good faith the lien by, or defends against inforcement of the lien in, legal proceedings which in the Lender's opins in operate to prevent the unforcement of the lien; or (c) secures from the holder of the heal an agreement satisfactory. Or Lender subording any the lien to this Security Instrument, H. Londer determines that any part of the Property is subject to a lien which may affain priority over this Security Instrument, Lender may give Burraiser anotice identifying the ben-burraiser shall satisfy the ben or take one or more of the actions set forth above within 10 days of the giving of notice

5. Hazard or Property Insurance Boscower shall keep the improvements now easters or hornalter 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 condecrequites insurance. This is wanter shall be maintained in the amounts and for the periods that Lenderrequires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Lender merc, at Lender's option, obtain coverage to protect Lander's rights in the Property in accordance with paragraph "

All insurance policies and renewals shall be accoptable to Cender and shall include a standard mortgage of Se. Lender shall have the right to hold the policies and renewal. It Lender requires, Bescower shall promptly give to Lender all recapts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt rotice to the insurance carrier and Lender Lander reg, make proof of loss if not made promptly by Burrower

Unless Londer and Horcower otherwise agree in writing, inducance proceeds shall be applied to restoration or consider 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 leasable or London's society would be lessened, the neurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Dorrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Londor that the insurance cars for has offered to offle a claim, then Londor may collect the insurance proceeds. Lundor may use the proceeds to repair or restore the Property or to pass sums secured by this Sociality Instrument, whether or not then due. The id 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 Land 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 negativition shall pass to Lender to the extent of the sum secured by this Se sorty Instrument immediately prior to the acquisition

6. Occupancy, Presonation, Maintenance and Protection of the Property; Borrower's Loan Application; Loasehold, Borrower shall occupy, establish, and use the Property is 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 loast one year after the date of occupancy, unless Londer otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating encumstance 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 farth pulgement could result in forfeiture of the Property or otherwise materially impair the Bun created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in CLOSER ID 10767

Loan # 0002751360

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paragraph 18, by causing the action or proceeding to be dismi-led with a ruling that, in Lender's good faith determination, precludes tortesture of the Borrower's interest in the Property or other material impairment of the fien 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 maccurate information or statements to Lender for failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning horrower'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 loe title to the Property, the less chold an 10% for title shall not merge unless Lender agrees to the merger in writing

7. Protection of Lender's Rights in the Property II 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 Londer'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' lees and entering on the Property to make repairs. Although Lender may take action under this paragraph.", Lender does not have to do so

Any amounts disbursed by Londer under this paragraph 'shall become additional dobt of Borrower secured by this Socurity Instrument. Coless 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, it Leader required mortgage in urance 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. II, for any reason, the mortgage insurance coverage required by Londer lapses or ceases to be in offert, Borrower shall pay the promiums required to obtain coverage substantially equivalent to the nortgogo 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 Londer. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender e. h month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Portson when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in hear towerty-use insurance. Foss reserve payments may no longer be required, at the option of Lendor, if mortgage insurance coverage (in the mount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. Forces or shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mor gage insurance ends in accordance with any written agreement between Borrower and Londer or applicable law

9. Inspection, Lender or its agent make reasonable entries upon and inspections of the Proporty. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any away are claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conject once 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 ne not then due, with sav excess paid to Borrower. In the second 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 to before the taking, unless therrower and I ender 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: ("he 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 trop city immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Porrower and Lender, thorwise 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 Lende, to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower lads to respond to Londer within 30 day, ofter the date the notice is given, Londer is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whother or not then due

Unless Lender and Horrower otherwise agree is writing, any application of proceeds to reincipal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such yayments,

11. Borrower Not Released; For bearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by 1 ender to any success ray interest of Borrower shall not operate to release the liability of the original Borrower's Horrower's mecessor, in interest. Lender shall a vece required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortication of the sums secured by this Security Instrument by reason of any demand made by the original Berrower or Horrower's successors in interest. Any forboaronce by Lender in exercising any right or remody shall not be a waiver of or proclude the exercise of any right or remody

12. Successors and Assigns Bound; Joint and Several Liability; Corsigners, The covenants and agreements of this Security Instrument shall bind and benefit the successors and a signs of Lender and Pocrower, subject to the provisions of pagraph 1". Borrower's covenants and agreements shall be just and several. Any Dorrower who to 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 per smally obligated to pay the sums as ared by this Security Instrument; and (c) agrees that Londor and any other Borrower may agree to exteed modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Barrower a consent

13. Loan Charges, If the loan socured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected on to seatherted 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 Herrewer which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this reland by reducing the principal owed under the Note or by making a direct payment to Burrower. If a reland reduces principal, the reduction will be treated as a partial propayment without any prepayment; hargounder the Note

14. Notices. Any notice to Harrower 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 ano her method. The notice shall be directed to the Property Address or any other address Horrower designates by notice to Lender. Any notice to Lender shall be even by first class mail to Lender's address stated becoin or any other address Conder designator by notice to Herrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to dorrower or Londer when given as provided in this paragraph

45. Covorning Law; Severability: The Security Instrument shall be governed by tederal law and the law of the purisdiction in which the Property is located. In the event that any provision or clause of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

CLOSER IO. COMERCIA.

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

1". Transfer of the Property or a Beneficial Interest in Borrower II 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 Londer's prior written conseat, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shalf 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 fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security

Instrument without further nonce 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 reinstaicment) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as it no acceleration had occured; (16) cores 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 sequire 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 fully effective as if no acceleration had occured. However, this right to reinstate shall not apply in the case of acceleration under paragraph 11

19. Sale of New Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more tights without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payr on's due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the I can Services, Borrower will be given written notice of the change in accordance with paragraph 1.7 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 law.

20. Hazardous Substances. For lower 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 of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quentities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall premptly give Lende, written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party asclving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower icarus, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance afterting the reoperty is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hezardous Subsigner," are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, he osene, other Hammable or toxic potroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspestes or formatichyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

NON UNIFORM COVENANTS. Borrower and Lender further a verage and agree as follows:

24. Accoloration; Romedies, Lender shall give notice to Horray or prior to acceleration following Borrawer's broach of any covenant or agreement in this Security Instrument (but not prior the ecclevation under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the ection required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in accepts, tion of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after accoloration and the right to assert in the foreclosure processing 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 secure aby, this Security Instrument without further domand and may foreclose this Security Instrument by judicial proceeding. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including to the limited to, reasonable attorneys' fees and costs of title evidence,

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

23. Waiver of Homostead Horrower waives all right of home dead exemption in the Property

24. Riders to this Security Instrument. If one or more rider; are executed by Borrowe; and recorded logalizer 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 it the order(s) were a part of this Security Instrument (Check applicable box es)

Adjustable Rate Ridor Graduated Payment Ridor Balloon Rider Other(s) specify	Condominium Rider Planned Unit Development Rider Convertible Rider	1/4 Family Ridor Biweokly Payment Ridor Second Home Rider
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UNOFFICIAL₂COPY •

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

Jestich a Ryn				Liste
SCHALO SCHOOL RYAN ROSE		•	· · · · · · · · · · · · · · · · · · ·	Date
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STATE OF HEROIS COUNTY OF LEKED	Or (se.	Arknowledgment)		
PERSONS WHOSE NAMES ARE SUBSCRIED PERSONS WHOSE NAMES ARE SUBSCRIED PERSON, AND ACKNOWLEDGED THE FREE AND VOLUNTARY ACT, FOR THE GIVEN UNDER MY HAND AND C	BLD TO THE FORE! AT THEY SIGNEL AT USES AND PURPOS!	OMG INSTRUMEN ND DELIVERED TE OF THEREIN SET FO	IE SAID INSTRUMENT DRTH	E ME THIS DAY
19 My Commission Expires: [**]	fire	Medie	av robite	

OFICIAL SEAL
BONNIE | MILLEH
Notary Public State of Illinois My Commission expires 1-8-95