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This Instrument Was Prep CARGE M. TASHARGALI

When Recorded Mail To

FIRST NATIONWIDE BANK. A FEDERAL SAYINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-845 COOK COUNTY, ILLINOIS FILED FOR RECORD

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MORTGAGE

DDC, 020

THIS MORTGAGE ("Security Instrument") is given on MARCH 23, 1992 BRANISLAVA RATARAC A/K/A BRANKA RATARAC, DIVORCED AND NOT SINCE REMMERIED, AND The mortgagor is DOROTHY MATARAC, A SPINSTER AND ALEXANDER RATARAC, A BACHELOR

("Borrower"), This Security Instrument is given to FIRST

NATIONWIDE BANK, A FEDERAL SAVINGS BANK under the laws of THE UNITED STATES OF AMERICA , which is organized and existing , and whose address is 135 MAIN STREET, SAN FRANCISCO, CA 94105-1817 ("Lender"). Borrower owes Lender the principal sum of

SIXTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ *****65,000,00). 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 APRIL 01 2007. This Socurity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and full renowals, extensions and modifications of the Note; (b) the payment of

all other sums, with interest, advanced under paragraph 7 to project 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 County, Illinois: COUK

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY RÉFERENCE.

> Lot 287 in Eugenia Unit No. 2, being a subdivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

TAX ID #

1-10/2/2/2/ -1

09-12-313-001

which has the address of

115 JAMES COURT GLENVILW, IL 60025-0000

Transperial to the properties of the properties

("Property Address");

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 loregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Horrower 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.

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Loan # 0002719086

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

1. Payment of Principal and Interest; Prepayment 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 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasohold 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 mortgage 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 loan may require for Borrower's escrow account under the tederal 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 fesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the losser amount. Lender may estimate the amount of Funds due on the basis 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 lederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower 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 require Borrower to pay a one to be charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides. Therewise 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 credits and debits to the Funds and the purpose for which each debit of the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lende, exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the rectirements 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, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Morrower shall 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 equire are all 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 as 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, ascensments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and Instehold perments 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 tien which has priority over this Socurity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opicior operate to prevent the enforcement of the lien in agreement satisfactory to Lender subordiviting the fien to this Socurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Socurity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or move of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now Aisling or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other regards, 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 course. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipt 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 of 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 I 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 Lean Application; Leasehold, 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 withhold, 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 judgement could result in Iorleiture of the Property or otherwise materially impair the fien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in

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10959 (R05) 4/91 It - Single Family

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paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Landor's good faith determination, procludes forlaiture 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 foan 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 lee title to the Property, the lessehold and the fee title shall not mergo unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property 31 florrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or torleiture 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. Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less 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 Londor 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. II, for any reason, the mortgage insurance coverage regained by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivised to the mortgage insurance previously in offect, 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 each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Berger, when the insurance coverage lapsed or ceased to be in effect. Londor will accept, use and retain these payments as a loss reserve it live 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 the Lender again becomes available and is obtained. Farr wer shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for meitgige 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 and ingreasonable cause for the inspection.

10. Cundemnation. The proceeds of any awarder claim for damages, director consequential, in connection with any condemnation or other taking of any part of the Property, or for cravey ince in lieu of condomination, 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 grea or health amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agr., 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 I efort 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 To trument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, 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 inter 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

Instrument, whether or not then due.

Unless Lender and Berrower 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 I and 2 or change the amount of such asyments.

11. Borrower Not Released; Forbegrance 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 Lender to any successor; interest of Borrower shall not operate to release the liability of the original florrower or Barrower's successors in interest, Lender shall ... to required to commonce proceedings against any successor in interest or return to extend time for payment or otherwise modify an ortication 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 Lender 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 remembers of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions it an agraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but deus tot execute the Note: (a) is consigning 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) ag . co: that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrumentor the Note without that Horrower'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 loan 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this relund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a relund reduces principal, the reduction will be treated as a partial propayment without any propayment charge under the Note,

14. Notices. Any notice to Dorrower 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 notice 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 Lender's address stated herein or any other address Lender designates by notice to Borrower. 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 Security Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this 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 affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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16. Borrower's Copy. Borrower shall be given one conformed 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 (or if a beneficial interest in florrower is sold or transferred and Borrower is not a natural person) willout Landor'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 Londor exercises this option, Londor 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 florrower 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 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 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 if no acceleration had occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in entereing 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 lion 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 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 paymen's 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 hit 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 law.

20. Hazardous Substances, Aor, ower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrow's shall not do, nor allow anyone else to do, anything affecting the Property. Barrow's shall not do, nor allow anyone else to do, anything affecting the Property. Barrow's shall not do, nor allow anyone else to do, anything affecting the Property. 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 are generally recegnized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party and lying the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the P operty is necessary, Borrower shall promptly take all necessary remedial actions

in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances in those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, to osone, other Hammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formal lehydo, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and faws of the jurist iction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further to exant and agree as follows:

21. Accoleration; Remedies, Londer shall give notice to Borrov or prior to accoleration following Borrower's breach of any coremant or agreement in this Security Instrument (but not prior t) accoleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) is a retion 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 access ation 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 acceleration and the right to assert in 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, Londor at its option may require immediate payment in full of all sums secure 1 by this Security Instrument without further domand 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, out not limited to, reasonable attorneys' less 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, Berrower waives all right of homestead exemption in the Property,

24. Riders to this Security Instrument. If one or more riders are executed by Barrower and recorded topother 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 (s))

☐ Balloon Rider ☐ Convertible Rider ☐ Second Home Rider ☐ Other(s) specify	Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) specify	Condominium Rider Planned Unit Development Rider Convertible Rider	☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider
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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

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BRANKA B. RATARAC	The second section of the second section is a second section of the second section of the second section is a second section of the second section section is a second section	Date
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alexander Rotherno by	Brawilan Roland of the	is alty in fact
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executed the within instrument appeared before me this day in and delivered the said instrument voluntary act of higher and o	Notary Public in and for said county o is personally known to me to be the as the attorney in fact of Alexandra person and acknowledged that Elestent, as the attorney in fact, as the faid Droll County and Hamily later purposes in said instrument set fort	igned, sealed Rater as free and characters said
" OFFICIAL SEAL " } LEAH E. STEWART NOTARY PUPLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES B/7/95	22 March 199	12 LStward