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92-303081

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ISB # 0212400

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 23 19 92. The mortgagor is THOMAS EDWARD POWERS AND SALLY LYNCH POWERS, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to INVESTORS SAVINGS BANK, F.S.B., which is organized and existing under the laws of the United States of America, and whose address is 200 East Lake Street, Mayfield, IL 60155 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY FOUR THOUSAND AND 00/100 Dollars (U.S. \$ 184,000.00\*\*\*). 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 MAY 1, 2022. 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:

92303081

LOT 34 IN A. E. FOSSIER AND COMPANY'S WOODVIEW ESTATES, IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN: 18-18-104-012

which has the address of 707 SOUTH DRIVE, BURB. RIDGE, Illinois 60521 ("Property Address");  
[Street] [City] [Zip Code]

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."

BORROWER COVENANTS that Borrower is lawfully seised 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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**UNIFORM COVENANTS** Borrower and Lender 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 attach to 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 mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 5, 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 federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), 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 the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds may be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Funds to account, or verifying the Funds. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount 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 Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower 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 2, Lender shall acquire or 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 general dues and fees; to any late charges due under the Note.

**4. Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all monies 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement 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 subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach 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.

**5. Hazard or Property Insurance.** Borrower shall keep 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.

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All insurance policies and renewals shall be accepted by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies in trust. If the policy lapses, 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, no insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically infeasible 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 the 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) the Property is a second lien, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the completion shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the application.

6. **Occupancy, Eviction, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, maintain 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 completion unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless certain circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or repair the Property or the Property's contents, or commit waste on the Property. Borrower shall be in default if any act or omission of Borrower, or any other person, causes or causes Lender, in Lender's good faith judgment could result in forfeiture of the Property or otherwise substantially impairs the benefits of this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate as provided in paragraph 15, by causing the action or proceeding to be dismissed with a final judgment in favor of Lender with determination, prohibition, forfeiture of the Borrower's interest in the Property, or other material impairment of the benefits of this Security Instrument or Lender's security interest. Borrower shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements of Lender's credit to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representation or construction of Borrower's occupancy of the Property as a principal residence. If this Security Instrument is a purchase money mortgage, Borrower shall comply with all the provisions of the lease. If Borrower acquires an interest in the Property, the lease 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 federal proceeding that may substantially affect Lender's rights in the Property (such as a proceeding in and regarding bankruptcy, reorganization or liquidation 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, costs, or charges which have priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and retaining on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not intend 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 of the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender requires 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 is not available 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. The fee shall be repaid to Lender in full, in arrears, at a loss reserve in lieu of mortgage insurance. Loss reserve payments may be waived or reduced, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) promptly 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 repayment for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.



(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 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 notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** 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 for 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 would be due under the Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements to pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (c) 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 remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of a foreclosure under paragraph 17.

19. **Sale of Note.** Change of Loan Servicer. The Note is 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 will be responsible for 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 a certain 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.** Borrower 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 quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use, 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 involving 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 remedial action is necessary, or that other substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, flammable or toxic petroleum products, toxic pesticides and herbicides, volatile organic compounds, asbestos or formaldehyde, 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 environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower 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 may 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 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, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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

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

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

OFFICIAL SEAL  
Erin Tracey Jenner  
Notary Public, State of Illinois  
My Commission Expires 9/1/93

INVESTORS SAVINGS BANK, F.S.B.  
200 EAST LAKE STREET, WAUZATA, MINNESOTA, 55391

This instrument was prepared by:

My Commission Expires: \_\_\_\_\_  
Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 92  
free and voluntary act, for the uses and purposes therein set forth.

acknowledged that \_\_\_\_\_ The Y \_\_\_\_\_ signed and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day in person, and  
personally known to me to be the same person(s) whose name(s)  
state, do hereby certify that THOMAS EDWARD POWERS AND SALLY LYNCH POWERS, HUSBAND AND WIFE  
a Notary Public in and for said county and

STATE OF ILLINOIS, COUNTY SS: \_\_\_\_\_

[Space Below This Line For Acknowledgment]

Social Security Number: \_\_\_\_\_  
SALLY LYNCH POWERS  
-Borrower

Social Security Number: 1457-46-9990  
THOMAS EDWARD POWERS  
-Borrower

Witnesses:

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- (Others) [Specify]

[Check applicable box(es)]

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.

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NOTARIAL PUBLIC

STATE OF ILLINOIS, COUNTY OF COOK, OFFICE OF THE CLERK OF COOK COUNTY

THIS ADJUSTABLE RATE INSTRUMENT BEGINS ON APRIL 23RD 1992, and is incorporated into and shall be deemed to amend and supersede the Mortgage, dated 11/11/91, Security Instrument ("Security Instrument") of the same date given by the undersigned Borrower to the lender. Borrower's Adjustable Rate Note ("Note") to INVENTOR FINANCE, INC. (the "Note") of the same date and covering the property described in the Security Instrument and contained in:

707 SOUTH DRIVE, BURR RIDGE, ILLINOIS, 60521

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT OF THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE NOTE WILL BE PAID. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT TO A FIXED RATE OF A FIXED RATE.

ADDITIONAL COPIES OF THIS INSTRUMENT HAVE BEEN FILED WITH THE CLERK OF COOK COUNTY, ILLINOIS, IN THE SECURITY INSTRUMENT, BORROWER AND LENDER NUMBER AND DATE AS FOLLOWS:

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.500%. The Note provides for changes in the adjustable interest rate and the monthly payment, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The adjustable interest rate will change on the first day of MAY, 1993, and on that day every 12th month thereafter. Each time the adjustable interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, the adjustable interest rate will be based on an index, the "Index," is the weekly average of the 11 month ending 11/15 of the preceding year, as made available by the Federal Reserve Board. The Index is the Index figure as published in the 15th day before each Change Date is called the "Current Index."

If the Index is not published, the Note Borrower will be based on the index which is based upon comparable information for the Borrower will be published in this index.

##### (C) Calculation of Change

Before each Change Date, the Note Borrower will calculate the new interest rate by adding the Current Index figure to the current rate point.  $(\frac{1}{2} \times \frac{1}{100})$  of the Current Index. The new interest rate will be the result of this addition to the nearest one-eighth of one percent. The interest rate will be rounded up or down, as provided in Section 4(D) below, this rounded amount will be the new interest rate at the start of a payment period.

The Note Borrower will be permitted to prepay the principal of this Note at any time. If the Note Borrower is sufficient to repay the unpaid principal of this Note, the interest rate will be the rate in the Mortgage instrument at the new interest rate in accordance with the provisions of this Note, and will be based on a monthly fixed monthly payments.

##### (D) Limits on Interest Rate Changes

The interest rate on this Note will not be greater than 7.500% or less than 3.500%. There may, however, be a rate which is higher than the current rate at any Change Date by more than 1.000%. The interest rate will be based on the rate in effect for the preceding 12 months. My interest rate will not be greater than 11.875% at any time.

##### (E) Effective Date of Change

My new interest rate will be the effective rate that will be based on the result of my new monthly payment beginning on the first Change Date after the effective date of the new interest rate. My monthly payment charges again.

##### (F) Notice of Change

The Note Borrower will be notified in writing of any change in the interest rate and the amount of my monthly payment to be made at least 15 days before the date of the change. The notice will contain the information required by law to be given me and also the notice and response rules of a prepayment will be provided to me by law regarding the notice.

#### B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE CONVERSION OPTION

##### (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default of this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 4(B) above.

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(8) If I exercise my right to terminate this Security Instrument pursuant to Article 7 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument shall continue to be in effect, and Uniform Covenant 17 of the Security Instrument shall continue to be in effect.

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

If Lender exercises this option, Lender shall provide written notice of acceleration. The notice shall provide a period of not less than thirty (30) days to the transferee and Lender to cure the default, within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums due prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice to the transferee.

WITNESS THE HANDS AND OFFICES OF THE BORROWERS:

*Thomas Edward Powers* ..... (Seal)  
THOMAS EDWARD POWERS ..... Borrower

*Sally Lynch Powers* ..... (Seal)  
SALLY LYNCH POWERS ..... Borrower

..... (Seal)  
..... Borrower

Property of Cook County Clerk's Office

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