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(Space Above This Line For Recording Date)

PREPARED BY: J. HULAK

#### MORTGAGE

APRIL 13 THE HORTOLDE ( Scourity Instrument') is given on APRIL 13
92. The mortgugor is WILLIAM LEHMAN AND ANITA LEHMAN, HIS WIFE; DALE 19 92. The mortqueor to LEHMAN AND GAIL J. LEHMAN, HIS WIFE ("Borrower"). This Security Instrument is given to DEVON BANK , which is organised and existing under the laws of ILLIKOIS 6445 N WESTERM AVENUE, CHICAGO, ILLINOIS 60645

Borrower owes lender the principal cus of Dollar, U.S. 5

CHICAGO, ILLINOIS 60645

SIXTY-ONE THOUSAND SIX HUNDRED AND 00/100

Dollar, U.S. 5

\*\*\*\*\*61,600.00

1. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for mosthly payments, with the full debt, if not , 2007 paid earlier, due and payable on MAY modifications; (b) the payment of all other area, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covaments and agreements under this Security Instrument and the Note. For this purpose, Borrower does heren jurtgage, grant and convey to Leider the following described property COOK

LOT 35 IN ARTHUR AVENUE SUBDIVISION OF THE 26 ACRES IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 FOR H, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1922 AS DOCUMENT NO. 736/967 IN COOK COUNTY, ILLINOIS.

PERMANENT TAY IO 11-31-307-006

which has the address of 2206 W. ARTHUR AVENUE

60645

[Street]
| "Property Address" | |

[11p Code]

TOGETRER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, and fixtures now or necesfter 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."

SORROWER COVEMENTS: that Sorrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for excumbrances of record. Sorrower warrants and will defend generally the title to the Property against all claims and demands, subject to any uncumbrances of record.

TRIS 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.

ILLINOIS -- Single Family-- Fannie Mee/Freddie Muc UNIFORM INSTRUMENT

Form 3014



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UNITED CONTRACTS. Bossows and Leader covenant and agree as fellows:

 PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay whom due the principal of and interest on the debt evidenced by the Bote and any prepayment and late charges due under the Bote.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Scrrower shall pay to Lender on the day monthly payments are due under the Sote, until the Sote is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attein priority over this Security Instrument as a lien on the Property; (b) yearly leasabeld payments or ground rents on the Property, if any; (c) yearly heared or property insurence premiums; (d) yearly flood insurance premiums, if any; (e) yearly sortgage insurance premiums, if any; and (f) any sums payable by Sortcover to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Secrow Items. Lender may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Sortcover's excremit under the federal Estate Settlement Procedures Art of 1974 as assessed from time to time, 12 U.S.C., 2601 et ang. ("RESPA"), unless another law that applies to the Funda sets a lesser amount. It 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 beaus of current data and reasonable estimates of expenditures of future Estrow Items or otherwise is accordance with applicable law.

The Funds shall be held in an institution whose deposite are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Some Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Sorrower for holding and applying the Funds, annually shallysing the escrow account, or verifying the Fecrow Items, unless Lender pays Sorrower interest on the Funds and applicable law permits Lender to make such a charge. Sowever, Lende, may require Borrower to pay a one-time charge for an independent real estate is reporting Service used by Lender in connection with this loan, unless applicable law provides otherwise. Deleas an agreement is made or applicable law requires interest to be prid. Lender shall not be required to pay Sorrower any interest or estraings on the Funds. Sorrower and Lender shall give to Sorrower, without charge, an annual accounting of the unde, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledered for additional security for all sums secured by this Security Instrument.

If the Funds held by Lender extend the amounts permitted to be held by applicable law. Lender shell account to Porrower 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 Eurow It as when due, Lender may so notify Forrower in writing, and, in such case Forrower shall pay to Lender the amount necessary to mits up the deficiency. Forrower shall make up the deficiency in an more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Sorrower any Funds held by Lender. If, under paragraph 11, Lender shall inquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender a tie time of acquisation or sale as a credit against the same secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicant law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Mote; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; e.d. isst, to any late charges due under the Mote.

4. CHARGES; LIENS. Borrower shall pay all taxes, a sessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rests, if any. Sorrower shall pay these obligations in the manner provided in paragraph 2, or if or paid in that Manner, Borrower shall pay them on time directly to the parson owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Enrower shall good tly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this focurity Instrument unless Borrowers (a) agrees in writing to the payment of the obligation secured by the lien in a manner succept ble to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to provent 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the 3 on. Borrower shell 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 elisting or bereafter 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 accounts 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. The armay, at Lender's option, obtain coverage to protect Lander'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 Leider all receipts of paid promiums 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 assened, 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 shandons the Property, or does not enswer within 10 days s notice from Lender that the insurance catrior 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 10-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 postpose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under
paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage
to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument
immediately prior to the acquisition.

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6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; 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 Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating diremstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wrate on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the ection or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Mote, including, but not limited to, representations concerning Sofrower's occupancy of the Property se a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title shall not merge unless Lender agrees to the merger is writing.

7. PROTECTION OF LENDER'S MIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Secrety Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a procreding in bankriptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay from whatever is necessary to protect the value of the Property and Lender's rights in the Property-Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable at order's fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lender does not have to do an.

Any amounts disbursed by lenier under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lerior agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and thall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage injuried by Lender Lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance by Lender. If substantially equivalent mortgage insurance overage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance pressum being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and letant these payments as a loss reserve in lieu of mortgage insurance. These reserve payments may no longer be required, at the rution of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insular approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between borrower and Lender or applicable
- 9. IMSPECTION. Lender or its agent may make responsible entropy upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying responsible cause for the inspection.
- 10. CONDEMNATION. The proceeds of any sward or claim for drages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convey new in lieu of condemnation, are hereby assigned and shall be paid to Lander.
- 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 is which the fair market value of the Property issediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrows and Lender otherwise agree is writing, the sums secured by this Security Instrument shall be reduced by the amount of the professes multiplied by the following fractions: (a) the 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 is 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 Instrument whether or not the sums are then
- . If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the cold wor offers to make an award or settle a claim for damages, Borrower fails to respond to Lander within 10 days after the Catr 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 Borrower otherwise agree in writing, any application of proceeds to principal that I not extend or postpose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED: FORBEARANCE 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 in interest of Borrower shall not operate to release the liability 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 Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbestance 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 agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and egreements chall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Moter (a) is co-signing this Security Instrument only to Borrower, 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 same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 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 Sorrower. Lender may choose to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote.
- 14. NOTICES. Any notice to Borrower 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 sotice provided for in this Security Instrument shall be desmed 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 federal 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 Bote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Bote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Bote are declared to be severable.
- Hote are declared to be severable.

  18. BORROWER'S COPY. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.
- 17. TRANSFER OF DUE PROPERTY OR A SENERCIAL INTEREST IN SORROWER. If all or any part of the Property or any interest in it is sold of transferred (or if a beneficial interest in Borrower is sold or transferred and Sorrower is not a natural person) without lendar's prior written consent. Lendar 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 Lendar if exercise is prohibited by federal law as of the date of the Security Instrument.
- If Leader exercises this oftice. Leader shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the dat; the notice is delivered or mailed within which Borrower must pay all same secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security to crument without further notice or demand on Borrower.
- 18 SORROWER'S RIGHT TO REINSTATY. If borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disc on insend at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatemen.) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment info cing this Security Instrument. Three conditions are that Borrowers (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 agriculate; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorn y') fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lone/'s rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchained. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective of if no acceleration had occurred. Bowever, 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 Purjower. A sale may result in a change in the satisty (known as the "Loan Servicer": that collects monthly payments due under the Note and this Security Instrument. There 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, Servicer, will be given written notice of the change in accordance with puryorph 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. Sorrower shall not cause or permit the pleasers, use, disposal, storage, or release of any Lazardous Substances on or in the Property. Sorrower shall not do, nor alley amone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences that not apply to the presence, use, or storage on the Property of small quantities of Eszardous Substances that are generally recognized to be appropriate to sormal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, desard, 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 remediation of any Hazardous Substance affecting the Property is necessary, Corrower shall promptly take all secessary remedial actions in accordance with Environmental Law.

As seed in this paragraph 29, "Eavardous Substances" are those substances defined as toxic or the sifous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive as erials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Propert, is located that relate to health, safety or environmental protection.

HOM-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 waless 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 10 days from the date the notice is given to Borrower, by which the default must be cored; 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 Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other default 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 cellect 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.

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-- Single Family--

# 92508 51

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Instrument without charge to Borrower. Borrower		
24. RIDERS TO THIS SECURITY INSTRUMENT. this Security Instrument, the covenante and agree	ments of each such rider shall be incorp	Borrower and recorded together with porated into and shall assend and
supplement the covenante and agreements of this S	scurity Instrument as if the rider(s) we	re a part of this Security Instrument
[Check applicable box(ee)].		
[ ] Adjustable Rate Rider	[ ] Condominium Rider	{ ] I - 4 Family Ridor
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider [ ] Second Some Rider
f j Balloon Rider	[ ] Rate Improvement Rider	; ) second some kidel
- [ ] Other(s) [specify]		
BY SIGNING BELOW, Berrower accepts and agr		in this Security Instrument and in
any rider(s) executed by Bc liver and recorded wi	/	
Witnesses:	1.181 KI	
	WILLIAM LEHNAN	Borrower
	, Social Security Number	336-14-0548
<u> </u>	Luta Shman	(Seal)
	ANITA LEHMAN SOCIAL Security Sumber	335-18-5360
	Tale Klemo	(3001)
	CALE LERMAN	Jorrower
	20 1 Capme	(Seel)
. Space	GAIL . LEHMAN  :- Selow This Lize (or Acanowledgment)	
	MAIL TO:	
APX MORTGAGE SERVICES		
195 M ARLINGTON HTS. BUFFALO GROVE, IL 60	RD., #125	
5011,220 0.1015, 12 00	9 0	
	1000	
	12	S
STATE OF Illineis		$\bigcirc$
_		1/5.
COUNTY OF	}	C
	13th day of	4
The foregoing instrument was acknowledged before a lived	the factor and ideas	Epital
, MILLIAM LEHNAN ANITA LEHN	AN DALE LEHMAN GAIL J.	LEHMAN for well
"OFFICIAL SEAL" LIESEL A. KREBS		
to contain the state of Illinois	5 Level akido- Notary I	(SEAL)
My Commission Expires 1/17.9	Notary !	CONC