RECORD AND RETURN TO

CHEMICAL BANK N.A. C/O CRMC 377 E. BUTTERFIELD RD., #175

LOMBARD, ILLINOIS 60148



93428548

|Opass Abave This Line For Recording Date; -

MORTGAGE

539393-1

THIS MORTGAGE ("Security Instrument") is given on MAY 24 ELIZABETH FRAZIER , DIVORCED NOT SINCE REMARKIED

. 1993

. The mortgager is

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

CHEMICAL BANK N. 2

55019175

MONAN

THE PROPERTY LOSS

which is organized and externe under the laws of THE UNITED STATES OF AMERICA 200 JERICHO QUADRANGDE,

, and whose address is

JERICHO, NEW YORK 11757

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

SEVENTY FIVE THOUSAND NOW 00/100-----

75, 000.00), This dobt is evidenced by Borrower's note dated the same date se this Security Instrument ("Noto"), which provides for monthly perments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note. JUNE 01, 2023 with interest, and all renewals, extensions and midifications of the Note; (b) the payment of all other sums, with interest, (c) advanced under paragraph 7 to protect the security of this Security Instrument; and (a) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and COOR County, Illinois:

convey to Lender the following described property located in LOT 11 IN BLOCK 6 OF SECTION 2 OF COUNTRY CLUB ADDITION TO MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE, A SUBDIVISION IN THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 100 RODS) THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 100 RODS) AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE PURTHEAST 1/4 IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS. PIN: 12-32-108-011

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146011 Their eden uprolives 15:15:60

West + 4-93-428548 CHER COUNTY RECORDER

which has the address of 417 NORTH PRATER AVENUE

NORTH LAKE

. Illinois

("Property Address");

Carl

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenences, and fixtures now or hereniter a part of the property. All replacements and additions shall also be covered by this flecurity Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and line 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,

ILLINOIS . Single Family . Pannie MusiFreddie Man UNIFORM INSTRUME Page 1 of 8

11,13 - 04/41

Property of Cook County Clark's Office

"THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited surrestions by periodiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Hacrower and Lander 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 propayment 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 ander the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may atture priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground cents 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 Leader, 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 leader for a federally related mortgage lose may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 197, as amended from time to time, 12 U.S.C. § 2601 at 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 extend the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Excrow Items of expenditures with applicable law.

The Funds shall be held or an institution whose deposits are insured by a faderal agency, instrumentality, or entity tinclading Leader, if Leader is motion institution) or in any Federal Home Lean Bunk. Leader shall apply the Funds to pay the Escrib Items. Leader may not charge Horower for holding and applying the Funds, annually analyzing the secret account, or verifying the Escrib Items, unless Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leafer shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, without charge, an anomal accounting of the Funds, shawing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as a fatternal security for all sums secured by this flocurity Instrument.

If the Funds held by Lander exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the smount of the Funds held by Lander at any time is not sufficient to pay the Escrib Rems when due, Lander may a routly Borrower in writing, and, in such case Borrower shall pay to fainder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lander's sole discretion.

Upon payment in full of all same second by this Security Instrument, is ider shall promptly refund to Borrower any Funda held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funda held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument

3. Application of Paymonts. Unless applicable law provides otherwise, all rayments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the New, 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. Horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reals, if any. Harrower 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. Harrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receips evidencing the payments.

Horrower 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 the 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 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. Hexard or Property Insurance. Borrower shall keep the improvements now existing or becenter erocted on the Property magnet loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Lander may, at Lander's option, obtain coverage to protect Lander's rights in the Property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Harrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lander may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shandom 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.

Unloss Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly 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 same secured by this Security Instrument comeanage prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application: Leaseholds. Borrower and 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 accuracy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuoung circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or injustrate Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfesture action or proceeding, whether avior criminal, is begun that in Londor's good faith judgment could result in forfesture of the Property or otherwise materially copie; the hea created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be disquissed with a railing that, in Leader's good failly determination, procludes 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 Horrower, during the foun application process, gave materially false or inaccurate information or statements to Lender for baled to provide Lender with any rade fall information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Becower's occupancy of the Property as a principal residence. If this Security Instrument is no a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title shall not merge unlock-Lender agrees to the merger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower failt to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce taws or regulations), then Lander may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lander's actions may include paying any same secured by a few which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lander may take action under this paragraph 7, Lander does not have to do so.

Any unments disbursed by thender under this paragraph 7 shall become additional debt of Dorrower secured by this Security Instrument. Unless Horrower and Lender agree to other terms of payment, these amounts shall near 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. If Lender required martgage insurance as a condition of making the joan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the martgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the promiums required to obtain coverage substantially equivalent to 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 shall pay to Lender each month a sum equal to be in effect. Lender will accept, use and retain these payments a loss reserve in lieu 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 Lender again because 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 law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Barrower natice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance is lieu of condemnation, are hereby assigned and shall be prod to leader

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 fulr market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the 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 before the taking, divided by (b) the fair market value 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 Instrument whether or not the sums are then due.

If the Property is abundanced by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a clean for damages, Borrower fails to respond to Lender within 30 days after the data the notice is given, Lander 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 Lastrument, whether or not then due.

Unless Lander and Bossesser otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly per ownts referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to release the locality of the original Borrower or Borrower's successors in interest. Londer shall not be required to commence proceedings against by successor in interest or refuse to extend time for payment or otherwise modify amortization of the some secured by this Security Instrument by reason of any domand made by the original Borrower or Borrower's successors in interest. Any forbear ince 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 feveral Liability; Co-algners. 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. Horrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Horrower's interest in the Property under the terms of this Security Instrument; (b) Is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and only other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument; and only other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument; and that Borrower's consent.

- 13. Loan Charges. If the loan secured by this Security Instrument is abject to a law which sets maximum loss 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 refund by reducing the principal owed under the Note 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 Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by activering it or by mailing it by first class must unless applicable law requires use of mother 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 provides 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 federal law and the law of the purisdiction 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 effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Horrower's Copy. Horrower 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

By ____

If Leader exercises this option, Leader shall give Borrower notice of infebruation. The hotice shall provide a period of not least 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 finds to pay these same prior to the expiration of this period, Leader may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

18. Borcower's Right to Reinstate. If Borrower resets 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 same which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not breated to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the hea of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same 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 occurred. However, this right to reinstate shall not apply in the case an ecceleration under paragraph 17.

19. Make of Note; thenge of Loan Hervicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold on or more times without prior notice to Borrower. A sale may result in a change in the solity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 shows and applicable law. The notice will state the name and address of the new Loan Service; and the address to which payments should be made. The notice will also contain any other information required by applicable law.

30. Hazardous Substances. Borower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borower shall not do, not 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 uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, inwest or other action by any governmental or regulatory agency or private party involving the Property and any Hazardoue Substance or Environmental Law of which Borrower has actual knowledge. If Borrower leaves or is notified by any governmental or regulatory authority, that any removal or other remediation of any Bazardous Substance effecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Jaza.

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, kerosone, atter flummable or toxic petroleum products, toxic penticides and herbicides, valable solvents, materials containing asbestos or formaid-shyde, 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 felior as

It. 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 specifics in the notice may result in acceleration of the sums secured by this Becurity 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 Becurity 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 attorneys' fees and costs of title evidence.

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without charge to horrower Storrower sha 29. Weiver of Homostead. Horrowe 24. Ridors to this Security Instrume Security Instrument, the covenants and supplement the covenants and agreement	not secured by this Security Instructed, twister's it pay any recordation costs. If warves all right of bonustead exemption in the est. If one or more riders are executed by Borricagreemeats of each such rider shall be incost of this Security Instrument as if the rider(s) we	Property. nwer and recorded together with this sporated into and shall amend and
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BY SIGNING IBELOW, Horrower acceptiony independences of the Horrower and reco	ts and agrees to the terms and covensate centain aded with it.	ed in this Security Instrument and in
Witherman	ELIZABETH FRAZIER,	Sagres. (Sent)
	M.O.M.	
	% C	Harrower
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STATE OF MARKAMAN Illinois L. Debra M. Lenius	DaPage Cour a Notary Pa	oty no. blic in and for an Commity and state
do hereby certify that ELTZABETH FRAMM M. M.	IKH, Divorced and not since remar	ried
to me to be the same personts (where made) person, and acknowledged that SRE act, for the west and purposes therem set for Given under my hund and official seal, t	signed and delivered the said instrument as eth.	, personally known ent, appeared before me this day in RER free and voluntary
Му сопоъэны ехрнек	1/1. m	1

Notary Public

This Instrument was prepared by: CHEMICAL BANK N.A. S/O CRMC 377 E. BUTTERFIELD RD., #175

TONBAID ILLINOIS 60148

" OFFICIAL GEAL"
DEBRA M. LENIUS
NOTARY PUBLIC STATE OF ILLINOIS
NY COMMISSION EXPIRES 1/50/94

Proberty St. 25. Cook County Clerk's Office