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MORTGAGE THIS MORTGAGE ("Security Instrument") is given on June 3, 1993

The mortgagor is

THOMAS B MANNARD AND KATHLEEN P MANNARD , HIS WIFE

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

FIRST FROMRAL BANK FOR SAVINGS which is organized and existing under the laws of THE UNITED STATES OF AMERICA

, and whose address is

749 LEE ST., DES CLAINES, IL. 60016

("Lender"). Barrower owes Lender the principal sum of

SIXTY-FIVE THOUSAND, AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 65,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2008 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewels, 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:

LOT 102 IN SURREY RIDGE UNIT 2, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN -OUNT CORTS COOK COUNTY, ILLINOIS

08-09-410-010

which has the address of

1702 CHESTERFIELD DR

ARIAPATON HTS (C'ay)

[Street]

Illinois

60005 [Zip Code] ("Property Address");

11.EPNOIS - Single Family -- Famile Mar/Freddle Mac UNIFORM INSTRUMENT (1204 14761) (1202)

Puem 3014 9/90 (page 1 of 6 pages) Drest Lakes Business Forms, Inc. ## To Order Call. 1-800-830-8303 (DFAX 616-791-1131

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TOOETHER WITH all the improvements now or hereafter crecied on the property, and all casements, apparenances, 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."

HORROWER COVENANTS that Borrower is lawfully seised of the estate bereby conveyed and has the right to morigage, grant and convey the Property and that the Property is unencombered, except for encumbrances of record. Horrower 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 coverants for national use and non-uniform coverants with funited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Horrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Lute Churges. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges doe under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Londer 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 regessments which may attain priority over this Security Instrument as a lieu on 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, it any; and (f) any some payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in her of the payment of mortgage insurance premiums. These items are called "Everow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum bank of the payment of the payment of the maximum of the payment of the amount a lender for a federally related mortgage foan 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. It so, Lender may, at any time, collect and hold Funds in an amount not to except the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimate: of expenditures of future liserow Items or otherwise in accordance with applicable law.

The Funds shall to teld in an institution whose deposits are insured by a tederal 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 Escriw Items, Lender ries, not charge Borrower for holding and applying the Funds, annually unalyzing the escriw account, or verifying the Excise Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lowever, Lender may require florrower 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 carnings on the Funds. Dorrower and Cender 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 arrowns 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 Except thems when due, Lender thay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Horrower shall make up the deficiency in no more than twelve monthly payments, at L. ade 's sole discretion.

Upon payment in full of all sums secured by this Se unity Instrument, Lender shall promptly refund to Borrower any

Funds hold by Lender, If, under paragraph 21, Lender shall (equire 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 alterwise, 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 lace charges due under the Note,

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leaseheld payments or ground tents, if any. Horrower 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 leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower small promptly furnish to Lender receipts evidencing the payments.

Borrower shall prompily discharge any hen which has priority over this Security Invitment unless Borrower: (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to 'culler; (b) contests in good faith the tien by, or defends against enforcement of the tien in, legal proceedings which in the trader's opinion operate to prevent the enforcement of the hen; or (c) secures from the holder of the lien an agree dent satisfactory to Lender subordinating the fien to this Security Instrument. If Lender determines that any part of the Puricity is subject to a lien which may ultain priority over this Security Instrument, Lender may give Borrower a notice identity of 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 ne occ

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter ejected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other Lawres, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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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 tails to maintain coverage described above, Londer may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. It Lender requires, 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 entrier 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 lessened, the insurance proceeds shall be applied to the same 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 nonce 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 Horrower otherwise agree in writing, any application of proceeds to practical 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. It under paragraph 21 the Property is acquired by Lender, Horrower's right to any insurance palicies 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 anarchiately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lunn Application; Leavelulds. Formwer shall occupy, establish, and use the Property as Horrower's principal residence within sixty days after the execution of this Security Instrument and shall common to occupy the Property as Hortower's principal residence for at least one year after the date of occupancy, unless I ender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond florrower's control. Borrower shall not destroy, damingo or in pair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forces a section or proceeding, whether civil or criminal, is begun that in Lender's good tault judgment could result in forfeiture of the Property or otherwise materially impair the hen created by this Security Instrument or Lender security interest. Borrower may cure such a default and renistate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes fortenue of the Borrower's interest in the Property or other material impairment of the hen created by this Security Instrument of Lender's security interest. Borrower shall also be in default it Borrower, during the loan application process, gave materially talse or inaccurate information or statements of leader (or failed to provide Leader 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 So urity Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Project y. If Borrower fails to perform the covenants and agreements commined in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and 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 autorneys' tees and energing 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 3 at become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other tends of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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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 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 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 coordinates and be mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as 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 insurar approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain 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 Propers. Lender shall give Borrower notice at the time of or prost to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with trem 187803 (9202) Form 3014 9/90 (page 3 of 6 pages)

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether 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 greater than the amount of the sums secured by this Security Instrument immediately below the taking, unless Borrower and Cender otherwiss 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. 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 florrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams secured by this Security Instrument whether or not the sams are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Horrower that the condenuor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, in 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 Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Burrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of generization of the sums secured by this Security Instrument granted by Lender to any successor in interest at Borrower shad that operate to release the hability of the original Horrower or Horrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify apportization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Barrower's successors in ancrest. Any forbearance by Lender in exercising my right or remedy shall

not be a waiver of or prochide the exercise of any right or remedy

12. Successors and Artigos 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 coveracts and agreements shall be joint and several. Any florrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grain 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 Instruction; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or 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 die, the interest or other loan charges collected or to be collected in connection with the ban exceed the permitted limits, then: [a) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) my sums already collected from Borrower which exceeded permitted firmts will be refunded to Borrower. Lender may choose to make in 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 actios. Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires us of another method. The notice shall be directed to the Property Address or any other address Borrower designates by antice 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 to the Course of the Course to Borrower and the Course of the Course to Borrower. provided for in this Security Instrument shall be deemed to have been as en to Horrower 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 inrisdiction in which the Property is located. In the event that any provision of 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 soverable.

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16. Borrower'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 (or if a beneficial interest in Borrower is sold or transferred add Bogrower 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 it exercise is premitted by tederal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice of acceleration 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 tails to pay these soms prior to the expiration of this period, Leaguer 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 no right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (n) 5 days (or such other period as Form 3014-9/90 (page 4 of 6 pages)

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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 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 agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably 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 continue unchanged. Upon ternstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Louis Services. 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 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 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 uses and to maintenance of the Property.

Horrower shall) compily 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 Burrower has actual knowledge. If Burrower learns, or is notified by any governmental or tegulatory authority, that any remeval or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all vice sary remedial actions in accordance with Environmental Law.

As used in this paragon, a 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatil, solvents, materials containing 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, Burrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies, Leader Shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that out 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 Burrower, by which the default must be cured; and (d) that fallure to cure the default or or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrumer (, 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 cared on or before the sate 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, inchange, but not limited to, reasonable attorneys' 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 Horrower. Borrower shall pay any recordar in costs.

Corts Original 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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this Security Instrument, the	covenants and agreements of c	ach such rider shall be incor	porated into and shall amend and (s) were a part of this Security
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Graduated Payme	ent Rider Planned	Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Im	provement Rider	Second Home Rider
Other(s) (specify	1		
BY SIGNING BELOW, Security Instrument and in a	. Horrower accepts and agrees to ny rider(s) executed by Borrowe	the terms and covenants contrained recorded with it.	ained in pages 1 through 6 of this
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STATE OF ILLINOIS,	COOK	County ss:	
i, the unders	RIGNED	, a Notary Publ	ic in and for said county and state,
do horeby certify that Ti	HOMAS B. MANNAPD AND K	ATHLEEN P. MANNARD.	HIS WIFE
	, personally know a t	n me to be the same person(s)	whose name(s) ARE
anharribad to the foresticitus	nstrument, appeared before me t		
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and delivered the said instru	ment as THE! R	gos and vommury act, to	or the uses and purposes therein set
forth.		9	
Given under my hand a	and official seal, this 3rd	day of tune ,	1993
My Commission expires:	May all sold at \$1.00 to \$1.00	Suaro	Notary Public
This instrument was prepare	d by		O <sub>Sc.</sub>
(Name)	Nancy Walt		
(Addigsy)	First Foderal Bank ( 749 Lee Street	or Savings	Ö
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