VERNON HILLS, IL 80081

Volume:

BOX 392

	MODICACE	
MORTGAGE		
	men(") is given onJULY 08	
19 93 , The mortgagor is		
DAWN C. LEWAN . HUSBAND AND W.	<u> </u>	
"Rossowac") This sacurity Instrument is	gven 10	
BenePLUS Mertgige Corp.		
which is organized and axisting under the	laws of the State of Texas	
and whose address is 8801 McAllister FreeWAY SAN ANTOI	TO, TX 78218 ("Lender").	
AUGUST 1, 2023 Instrument secures to Lender: (a) the regularied modifications of the Note; (b) the persecurity of this Security Instrument; and	Deliars of Deliars of Borrower's note dated the same date as this Security monthly payments, with the full debt, if not paid earlier, due and payable on for interest at the yearly rate of 7, 250 percent. This Security ment of the debt evidenced by the Note, with interest, and all renewals, extensions ment of all other sums, with interest, advanced under paragraph 7 to protect the content of the performance of Borrower's covenants and agreements under this Security Borrower does hereby mortgage, grant and convey to Lender the following described County, illinois:	
NORTH, RANGE 10, EAST OF 1	IN THE NORTH 1/2 OF SECTION 35 AND 36, TOWNSHIP 42 THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT SED JANUARY 13, 1955 AS DOCUMENT NUMBER 18128830, IN	
NORTH, RANGE 10, EAST OF 1 OF SAID SUBDIVISION RECORD	HE THIRD PRINC!PAL MERIDIAN, ACCORDING TO THE PLAT	
NORTH, RANGE 10, EAST OF 1 OF SAID SUBDIVISION RECORD	DEPT-01 RECORDING \$29. Tologo Tran 2461 07/09/93 13:06:00 FOR COUNTY RECORDER	
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NORTH, RANGE 10, EAST OF 1 OF SAID SUBDIVISION RECORD COOK COUNTY, ILLINOIS.	DEPT-01 RECORDING \$29. T-0000 TRAN 2461 07/09/93 13:06:800 100K COUNTY RECORDER	
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BORROWER COVENANTS that Borrower is tawfully 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 domands, 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.

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT LB38 Rev. 04/91 (Page 1 of 5 Pages)

Form 3014 9/90



- 1, Payment of Principal and Interest; Prepayment and Late Charges. Sorrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and fate charges due under the Note.
- 2. Funds for Taxes and Insurance, Subject to applicable law or to a written vialver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in Juli, a sum ("Funds") fort (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property. (b) yearly leasehold payments or ground rants 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 sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the miximum amount elender for a federally related mortgage loan may require for Borrower's escrow account under the federal Rital Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 of set, ("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 Finds shall be held 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 Escrow Iteria. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Terms, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this foan, 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 figerower, without charge, an annual security of the Funds and the purpose for which 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 Lendyr exceed the amounts 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 per the Escraw Items when this, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the immunity necessary to make up the deficiency. (for over shall make up the deficiency in no more than twelve monthly payments, at Lander's sale discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, entire 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 psymonts received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 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 minimal, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to funder 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 mariner acceptable to Lender; (b) contests in good faith the tien by, or defends against enforcement of the lien in, legal proceedings which in the candler's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the tien an agreement as is action 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 lien. Borrower stall satisfy the fien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazerd or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazerds included within the term "extended coverage" and any other hazerds, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject in Lender's approval which shall not be unreasonably withheld, If Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals. If 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 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 tessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer 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 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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- 8. Occupancy, Preservation, Maintenance and Protection of the Property; r's Losn Application; Lescoholds. 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 Elorrower's principal residence for all least one year after the date of occupancy, unless Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating discurnations exist which are beyond Borrower's dontrol, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially mpair the lien 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 aution or producting 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 florrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for failed to provide Lunder with any material information) in connection with the loan evidenced by the Note, including, but not imited to, representations concerning Borrower's occupancy of the Property as a principal residence, if this Security Instrument is on a lessehold, 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 Property. If Borrower fails to perform the doversatis and agreements contained 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 bank notey, probate, for condemnation or forfatives 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 strip secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and eriering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts discretif by Lender under this paragraph 7 shall become additional debt of Borrower assured by this Security Instrument, Unless for ower and Lender agree to other terms of payment, these amounts shall beer interest from the date of discursement at the Moto rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 6. Mortgage Insurance, If Lendor required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promur's required to maintain the mortgage insurance in affect, If, for any reason, the mortgage insurance coverage required by tendor tapes or deases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in affect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance premium in a affect, from an alternate mortgage insurance 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 yairly mortgage insurance premium being pakt by Borrower when the insurance doverage lepsed or deased to be in effect, Lender with accept, use and rotain thesis in manners as loss reserve in tieu 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 insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between forrower and Lender or applicable law.
- 6. Inspection. Lender or its agent may make reasonable until 25 upon and inspections of the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or clarm for damages, denot or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in the of condemnation, are hereby assigned and shalf 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 portial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater that the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender (therwise 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 is loss than the amount of the sums secure? Immediately before the taking is loss than the amount of the sums secure? Immediately before the taking or unless applicable tax 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemns, offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date he 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 shell not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Berrower Not Released; Ferbearance 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 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-aligners. 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 agreements shall be joint and several. Any Borrower who co-aligns this Security Instrument but does not execute the Note; (a) is co-aligning this Security Instrument only to mortgage, grant and convey that

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Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any afcorrihodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. Loan Charges, if the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted firmits, 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 lowed 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 kistrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower, Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Londer 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 Note conflicts with any locable 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 several to.
 - 18. Berrower's Corp. Borrower shall be given one conformed copy of the Note and of this Security instrument.
- 17. Transfer of the projecty or a Seneficial Interest in Sorrower, if all or any part of the Property or any interest in it is sold or transferred (or f // beneficial interest in Borrower is sold or transferred and Sorrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require exmediate 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, Lenzier shall give Borrower notice of acceleration. The notice shall provide a period of notices 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 that sums prior to the expiration of this period, Lender may swoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 16. Berrewer's Right to Reinstate, if Dozzower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at right me prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before size of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforced to Bequity 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 agreeing its; (c) pays all expenses incurred in enforcing this Security instrument, including, but not firmind to, reasonable attorneys' fees; and (d) takes such action as Lenter may reasonably require to assure that the tien of this Security instrument, bender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged, Upon reinstrument 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 of inceleration under paragraph 17.
- 19, Sale of Note; Change of Lean Servicer. The Note or a partial interest in the Note (logether with this Security instrument) may be sold one or more times without prior notice to tlorrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and inits 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. (Jorrower shall not cause or permit the presence, use, disposal, atriane, or release of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything a feeting 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 junder written notice of any investigation, clam, 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 remodiation of any Hazardous 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, "Flazardous Substances" are those substances defined as loxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvants, materials containing asbestos or formalitehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and taws of the juurisdiction 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 Sorrower prior to acceleration following Sorrower'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 eurs the default; (c) a date, not less than 30 days from the date the notice is given to Sorrower, by which the default must be sured; and (d)

that foliure to cure the casual of a series of the late profile mathe action in result in section 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 preceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not sured 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 attorneys' fees and costs of title evidence.

- 22. Release. Upon payment of all sums secured by this Security instrument, Lander shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
 - 23, Walver of Homestead, Borrower waives all right of homestead exemption in the Property,
- 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, (Check applicable box(es))

10		
Adjustable Rate Richt	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Cither(s) [specify]		
BY SIGNING BELOVY, Borrower accepts and in any rider(s) executed by Borrower and reco		contained in this Security Instrument
and in any factor and add by partower and find		
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DAWN C LEWAN, his BRUD AVDRUNGA.	nis/her spouse, personally known to i	me to be the same person whose
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MY COMMISSION ENTINGS	of Ch	1 1-1-1
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L838 Rev. 04/91	NOTARY PUBLIC, STATE C MY COMMISSION EXPIRE	OF ILLINOIS & COLLIN GO I'M GO
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