93620962

DEPT-01 RECORDING

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- T#5555 TRAN 8140 08/06/93 16:45:00
 - **49626 ‡** *-93-620962
 - COOK COUNTY RECORDER

9362	0962
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MORTGAGE

	0	MOR	RTGAG	E		
	700	6-				
•	THIS MORTGAGE	('Security Instrument")	is given on	July 27,		,199_ ³
The more	tgagor is Joseph	M. Waickus and Co	olette D	. Machowski	his wife	
("Borrow	ver"). This Security	Instru ne it is given to	Centenn			xisting under the
laws of	Illinois ,	nd whose add cas is	9525 W.	Bryn Mawr,	Rosemont, J	L 60018
			(*L	ender"). Borrov	ver owes Lender	the principal sum
		sand and no/100's			.s. \$ 75,000	
		rower's note dated the same full debt, if not paid a				
a rate wh	hich may vary from	ares to Lender: (a) the real time to time, and all regists interest at a rate which	in wali, ex	tensions and mo	difications of ti	he Note; (b) the
to protect	the security of this	Security Instrument; and ((c) the perfo	rmance of Borre	ower's covenant:	s and agreements
		ribed property located in			inty, Illinois:	
	CB If	this box is checked see Se	chedule A a	nnexed hereicy a	nd made a part	hereof.
which has	s the address of <u>61</u>	318 South Kostner (Sireet)	 	, <u>Cl</u> (1	r.ago (Cir	 tv)
Illinois _	60629	("Property Address	s*):		17	-77

TOGETHER WITH all the improvements now or bereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by in; Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

- Payment of Principal, Interest and Other Charges. Subject to paragraph 10 below, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.
- Application of Payments. Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges, collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

3. Prior Mortgages; 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 on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and receipts evidencing such payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may 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.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in 'he amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance provides and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in the macceptable to Lender. Lender shall have the right to hold the polices 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 Propert; damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not conomically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sume secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandors are Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to set to 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments refer of to in paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lenrier 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.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments. Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be compiled as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 year after the date of occupancy, unless Lender otherwise agree in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyon I Be rrower's control. 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 impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of 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 statements to Lender (or failed to provide Lender 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 Security 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a 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, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate then in effect under the Note from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries 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.
- 8. 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 in lieu of condemnation, are hereby assigned and shall be paid to Lender and applied to the amount secured by this Security Instrument. Any excess will be paid to the persons legally entitled to it.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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, 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 und Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dat , of the monthly payments referred to in paragraph 1 or change the amount of such payments.

- 9. Borrower Not Feltased; 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 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 about not be a waiver of or preclude the exercise of any right or remedy.
- agreements of this Security Instrument shall bind and ben fit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 18 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does up, execute the Note: (a) is co-signing this Security Instrument only to mortgage, 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 sums account by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, for our or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.
- 11. Loan Charges. If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted it mits, then: (a) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges 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 princips, 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.
- 12. 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 notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law, including the Alternative Mortgage Transaction Parity Act of 1982 and applicable regulations, Illinois law and any local law that applies in the place 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.
- 14. Borrower's Copy. Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

- 19. Assignment of Leases. Borrower hereby assigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 20. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s). However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

Borrotzei Las not executed any prior assignment of the rents and has not and will not perform any act that would prevent Landar from exercising its rights under this paragraph 20.

Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of cents of the Property shall not cure or waive any default or invalidate any other rights or remedies of Lender. This resignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in fu'...

- 21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time thereafter Lender (in perion, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due, pursuant to paragraph 20 hereof. However, Let der shall be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection (if rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and hen to the sums secured by this Security Instrument.
- 22. Release. Upon payment of all sums sourced by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall ply all costs of recordation, if any.
 - 23. Waiver of Homestend. Borrower waives all right of homestead exemption in the Property.
- 24. Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has a reed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- 25. 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 the Security Instrument as if the rider(s) were a part of this Security Instrument.

[Ch	eck applicable box(es)}				
63 t	Adjustable Rate Rider		Condominium Rider		1-4 Family Rider
	Graduated Payment Rider		Planned Unit Development Rider		Biweekly Payment Rider
o	Cther(s) [(specify]		Rate Improvement Rider		Second Home Rider
Inst	BY SIGNING BELOW, Borrower rument and in any rider(s) executed	r acc i by	epts and agrees to the terms and c Borrower and recorded with it.	:ove:	nants contained in this Security
	pseph M. Waickus	-Bo	(Scal) X Luttle Frower Colette D	. M	achowski -Borrower (Scal)
		-Bo	(Seal)		Borrower

- 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 12 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.
- 16. 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation 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 'his paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environn intal Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic principles and herbicides, volatile solvents, materials containing asbestos or formuldehyde, and radioactive materials. As vised in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 17. Legislation Affection Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18.
- 18. Lender's Rights if Borrower F.P. to Keep Promises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C) (D), (B) or (F) of this Paragraph 18 shall occur, Lender, after giving Borrower any timely notice of Borrower's right to cure as may then be required by appplicable law and Borrower's failure to cure within the time period and forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the 'io's and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires immediate Payment in Full, Lender mr.y tring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this rale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Dorrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court. All such sums as may come due will be secured by the lien of this Security 0 strument.

Lender may require Immediate Payment In Full under this Paragraph 18, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage or Borrower fails to keep any other promise or agreement in any senior mortgage; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Mortgage, then within the time set forth in the notice sent to me by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for this loan is false or misleading in any material respect.

STATE OF ILLINOIS)	5
COUNTY OF Cook)	。
known to me to be the same person(s) whose name(s)	
GIVEN under my hand and official seal, this 27t	h day of July , 19 93.
	NO PUBLICS F AL
Or The	MARY A. GLEADON NOTARY PUBLIC, STATE OF ILLING MY COMMISSION EXPIRES 67
Piease Record and Return to:	This instrument was prepared by:
	SAMUEL M. EINHORN
Alliance Funding Company, Mic a division 135 Chestrut Ridge Rd. SUPERIOR BH Montvale, N.J. 07645	COLUMBIA CENTRE III 9525 W. BRYN MAWR AVE., SUITE 130 ROSEMONT, ILLINOIS 60018
Atten.: Recorded Docs.	
Attention:	Clark

Machowski/Waickus

Lot 7 in Block 11 in Marquette Terrace, being a subdivision of the North Mest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 22, Township 38 North, Range 13 East of to Third Principal Meridian, (except all streets and highways) in Cook County, Illinois.
P.I.N. 19-22-308-024
c/k/a 6818 S. Kostner, Chicago, IL 60629

93620962

PAGE 6 of 6

(1 Year Treasury Index - Rate Caps)

	(I Year Treasury Index - Rate Caps)
	, •
Instrum to	THIS ADJUSTABLE RATE RIDER is made this 27th day of July , 19 93, and is rated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security ent") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") Centennial Mortgage Co. (the "Lender") of the same date and covering the
property	described in the Security Instrument and located at: 6818 South Kostner, Chicago, IL 60629
	(Property Address) THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. ADDITIONAL COVENANTS. In addition to the covenants and agreements made in Security Instrument, Borrower and
Lender	further covenant and agree as follows:
interest	INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note provider for an initial interest rate of 8.625 % (the "Initial Rate"). The Note provides for changes in the rate and the morally payments as follows:
	This Note is not payable in installments of equal amounts. Larger installments may be due as provided herein. The interest rate in effect on the date of this Note ("Initial Rate") is 8.6250 % per year. The interest rate (will pay may change on the first day of August 1994 and on that day every 12th month userefter. Each date on which my interest rate could change is called a "Change Date." Beginning with the First Change Date, the interest rate will change based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as published in The Wall Street Journal. The nest recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Charent Index." Before each Change Date the Note Holder will calculate the new interest rate by adding 5.225 percentage points ("the Margin") to the Current Index. When a new rate is determined, the rate will be rounded off to the nearest 1/8%. The Note Holder will then determine the amount of the level monthly payment that will be sufficient to repay the then unpaid principal in full by the maturity date of this Note. At the first Change Date, the interest rate will not be increased to more than two (2) percentage points higher than the Initial Rate and, at all subsequent Change Dates, the interest rate will never be increased or decreased on any single change date by more than two 2) percentage points from the rate of interest charged during the preceding twelve (12) months. The interest rate vill never be greater than 14.6250 percent per annum, nor will it ever be less than the Initial Rate during the entire term of this loan and at no time during the term of this loan will the rate be increased above the rate permitted by law. The new interest rate will become effective on the Change Date. The new monthly payment will begin on the ire, southly payment date after the Change Date and will remain in effect until the monthly payment changes again. The Note Holder wil
BY SIG	NING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.
<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>	Joseph M. Walckus -Borrower Colette D. Machowski -Borrower (Seal) -Borrower (Seal)
	-Borrower