1, 1991

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93632784

BELL FEDERAL SAVINGS & LOAN ASSN.
PARK RIDGE BRANCH
116 S. PROSPECT
PARK RIDGE, IL 60068

RECORDERS BOX 112\_

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	**FIRST STATE BANK & TRUST CO. AS TRUSTEE U/T/A DATED 1	MARCH 1
	MORTGAGE AND KNOWN AS TRUST NO. 2205	
THIS MOI	RTJ/.GE ("Security Instrument") is given onJULY 13	
BELL PEDERAL SA	mortgr./c. is ***  ("Borrower"). This Security Instrument is given to which is organized and e THE ULITED STATES OF AMERICA and whose address is treet - Chicago, iL *2303  ender the principal run of SIXTY FIVE THOUSAND AND DO/100  Locars (U.S. S. 85,000,00). This debt is evidenced by Borrower	
lated the same date only the same date of the same date of the same of the same of this Security Institute of this Security Institute of the same of t	te as this Security Instrume at ('Note'), which provides for monthly payments, with the full debt and payable on	's note , if not rument ons and ecurity rument
LOT 7 IN E	BLOCK 28 IN KINSEY'S PARK RIDGE CUPDIVISION OF PARTS OF SECTION 1 A TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN TY, ILLINOIS.	ND D
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	COOK COUNTY PLINGS FIELD FOR FECORO  93 AUG 11 PM 12: 11 93632788	*
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	TAX I.D. HUMBER 12-02-222-018 ress of 1524 8. COURTLAND PARK RADJE	
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TOGETHER	R WITH all the improvements now or hereafter erected on the property, and all easements, appurten	

TOGETHER WITH all the improvements now or hereafter effected on the property, and all easements, appurienances, 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."

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.

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—Famile Mae/Freddle Mac UNIFORM INSTRUMEN

Form 3014 N90 (page 1 of 6 pages)



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may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. 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 including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

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. 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; or (c) secures from the holder of the lien an agreement satisfactory to Lender abordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which appears a statisfactory to Lender abordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which are a statisfactory to Lender about a security Instrument. If Lender determines that any part of the Property is subject to a lien which may again a statisfactory over this Security Instrument. If Lender apply sive Borrower, and the Property is subject to a lien which may again projectly over this Security Instrument.

the payments. under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid Property which may sttain priority over this Security Instrument, and leasehold payments or ground reasts, if any. Borrower shall pay them shall pay the shall pay them sha

3. Application of Payments. Unless applicable law provides otherwise, all payrion's received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Mote; secural, to anounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due, ander the Mote.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and imposit one attributable to the Property which may stain priority over this Security Instrument, and lesschold nayments or ground reals, if any, Borrower

secured by this Security Instrument.

It the runds need by Lender exceed the amounts permitted to be field 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 as any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower or sale of the Property, shall apply any Funds held by Lender 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. If the Funds held by Lender exceed the amounts permitted to be he id by applicable law, Lender shall account to Borrower

instrument. 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 a ditional security for all sums secured by this Security on the Funds. Borrower and Lender may agree in writing, he vever, that interest shall be paid on the Funds. Lender shall The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity pay the Escrow Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bot over for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Bot over for holding and applying the Funds, annually analyzing the escrow to make such a charge. However, Lender may require Lottower interest on the Funds and applicable law permits Lender to make such a charge for an independent real estate tax reporting service used by Lender in connection with thi. Is a unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender as all not be required to pay Borrower any interest or earnings is made or applicable law requires interest to be paid, Lender as all not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender in writing, however, that interest shall be paid on the Funds. Lender shall on the Funds. Lender shall

Estate Settlement Procedures Act of 577 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds 'ct., lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. L'ander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of C.ure Ferrow Items or otherwise in accordance with applicable law. INTICAM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Paj mr nt of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of art interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds of Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the Law monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and a sess nents which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or enough tension the Property, if any; (c) yearly Instrument as a lien on the Property; (d) yearly tood insurance premiums, if any; (e) yearly mortgage insurance premiums; (d) yearly tood 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. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related may, at any time, collect and hold Funds in an amount under the federal Real Estate Settlement Procedures Act of 101 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless Estate Settlement Procedures Act of 101 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless

All insurance policies and her evals shall be acceptable to Linker and shall find the standard mortgage clause. Lender shall have the right to hold be policies and renewals. If conder requires, Borrowic 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 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 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 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 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower'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 forfature of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. For rower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be disr issed 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 use be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement, to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, increang, 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or diere is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, p. of a ., 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lender does not have to do s/.

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

payment.

Mortgage Insurance. If Lender required mor gage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lap es or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortage 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 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 when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these reguments 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 insurer reproved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage i surance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with recovery virtue agreement between Borrower and Lender or applicable law.

WSC (page 3 of 6 pages,

(100gc 6 of 6 pages)
Tristee Mortgage Signature Block 7/24 (BF3EL)
This instrument was prepared by DEBRA GOODMAN 79 WEST MOUROE, CHICAGO, EL 160603 Julic, State of lilineis and prepared by 1824 (1)
Security of the serving
Civen under my hand and Notarial Seal this 22rh day of July geson ander my hand and Notarial Seal this 22rh day of July
the free and voluntary act of said bank, for uses and purposes therein set forth.
Asststant Trust Officer Secretary then and there acknowledged that he, as a custodian of the corporate seal of said bank, did affix the corporate seal of said bank the corporate seal of said bank, did affix the corporate seal of said bank, did affix the corporate seal of said bank the corporate seal of said bank, did affix the corporate seal of said bank to said bank the corporate seal of said bank the corporate seal
President and Assistant Trust Officer this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said hank, for the uses and purposes therein set forth; and said tary act and purposes therein set forth; and said
Secretary of suid bank, personally known to the the
HEREBY CERTIFY that Tom Olen, Trust Officer and Carolyn S. Sime, Assistant Trust Officer
I, the State underest gned a Notary Public in and for said County, in the State aforesaid, DO
COUNTY OF
- oc
STATE OF ILLINOIS
Attest: Of the of the of the officer
VIII WILL THE
Community Strat State Base of the Co. 45, Avender of the State of the
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corporation by its Truat Officer President:
FOR THE OF BRICK OF BRICK SAID SAID THE OF THE PROPERTY OF THE OF
Trust Officer - President and attested by its Assistant Trust Officer
IN WITNESS WHEREOF, said Borrower has caused its corporate seal to be herer. A fixed and these presents to be signed by its
BY SIGNING BELOW, Borrower accepts and a grees to the terms and covenants contained in this Security Instrument  BY SIGNING BELOW, Borrower accepts and a grees to the terms and covenants contained in this Security Instrument  This MOTTERSE.  This and in the exercise of the power and authority or after the dupon and vested in said Trustee, as aforesaid, in the exercise of the power and authority or after the creating any linkers or any indeptedness accured hereby or to perform any exercing either expressed or implied; all such liability, it does one any interest or any indeptedness accured hereby or to perform any exercing either expressed or implied; all such liability, it does one any interest or any indeptedness accured hereby or to perform any exercing either expressed or implied; all such liability, it does not any interest or any indeptedness accured hereby or to perform any exercise in either expressed or implied; all such liability, it does not not into the contain of the property hereafter of the entire the said Trustee personnelly to pay the such that the late of the property herein described; in of the property herein described; it is expressely and the the income the date of execution of this december; in of the Trustee reluces, furnish the Lender with a certification of the bondericial owners, in of the Trustee reluces, furnish the Lender with a certification of the bondericial owners, in of the the event the trust of the contains and that asid beneficial ownership has not certification, such relucant shall operate as breach under the terms of the Security. In a cutting the property is a complete to the contains and the property of the Lender with the Lender with a certification of the force of the the contains of the terms of the Security. In a cutting the property of the late of execution of this december.  In WITHESS WHERSOR said Borrower and a property or the contains of the property of the contains o
This Mortgage 1 as aforesaid, in the exercise of the power and authority confer ed upon and vested in said Trustee, as aforesaid, in the exercise of the power and authority confer ed upon and vested in said Trustee, as a such, and it is expressly 5
<u> </u>
BY SIGNING BELOW, Borrower accepts and perces to the terms and covenants contained in this Security Instrument g g
Graduated Payment Rider Planned Unit Development Rider Second Home Rider Plant Plantovement Rider Plantoveme
Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
Adjustable Rate Rider Condominium Rider
24. Riders to this Scurity Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and supplement and supplement and supplement and supplements of this Security Instrument.  [Check applicable box(es)]  Adjustable Bate Bider  Adjustable Bate Bider
986

### Higher redging of room or other or the land of the MORTGAGE RIDER

day of . THIS MORTGAGE RIDER is made this. incorporated into and shall be deemed to amend and supplement the Morigage. Deed of Trust or Security Deed (the Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Five Year Fixed Rate Thirty Year Amortized Loan Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lander") of the same date and covering the property described in the Security Instrument and located at:

#### THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covena, and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of \_\_\_\_6.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### INTEREST RATE AND MORTHLY PAYMENT CHANGES

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98, and on that The interest rate I will pay may change an the first day of . day every sixtieth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The "Index" is the monthly average yield on actively traded issues of United Status Treasury securities adjusted to a constant maturity of five years as made available by the Federal Reserve.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding -to the nearest one-eighth of one percentage point (0.125%). This rour ded amount will be my new interest rate until the next Change Date.

The interest rate on this loan will never exceed 12.500 percent per annum.

The Note Holder will then determine the amount of the monthly payment that woy at be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of any new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my morally payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

- B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
  - 24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.
  - 25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

Notery Public, State of Illinois Mr Commission Expires Harch 5, 1994

26. ASSUMPTION POLICE Notwiths anding Governant IV of the Security Institutent, the Lender shall allow assumption by a prospective perchaser of the property securing this car provided that (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or \_\_\_\_\_NE\_percent (\_\_\_\_\_1\_0%) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unprecompted Acres a applicable state law. applicable state law.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage Rider.

Five Year Fixed Rate Thirty Year

This Amortized Loan Mortgage Rider is executed by the undersigned, not personally, but as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, as such, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the said and made a part thereof. understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest or any indebtedness secured hereby or to perform any covenant herein either expressed or implied; all such liability, if shy, being expressly waived by the Lender and every person now or hereafter claiming any right or security hereunder; it being understood tat the said Trustee merely holds legal title to the property herein described and has no control over the management thereof or the income therefrom. Notwithsto aing anything contained in this paragraph to the contrary, it is expressly agreed that the Trustee will, upon the beneficial ownership of the Trust and that said beneficial ownership has not been assigned since the done of execution of this document. In the event the Trustee refuses to provide, without expense to the Lender, said Artification, such refusal shell operate as breach under the terms of the Security Instrument. IN WITNESS WHEP (0), said Borrower has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Assistant Trust Officer corporation by its \_Trust\_Offic First State Officer Trust Office: STATE OF ILLINOIS COUNTY OF. the undersigned a Netary Public in and for said County, in the State aforesaid, DO Tom Olen, Trust Officer Carolyn S. Sime, Assistant Trust Officer ctary of said bank, personally known to me to be the Tryst Officer same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and proposes therein set forth; and said Assistant Trust Officer Secretary then and there acknowledged that he, as a custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as his can free and voluntary act and as the free and voluntary act of said bank, for uses and purposes therein set forth. Given under my hand and Notarial Seal this \_27th A.D. 19\_93\_. This instrument was prepared by DEBRA GOODMAN 79 WEST MONROE, CHICAGO "OFFICIAL SEAL Trustee Mortgage Signature Block 7/84 (BFS&L) 3084C Beverly Krumske