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#### **MORTGAGE**

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS ACTHORIZED AGENT. The attached RIDER is made a part of this instrument.

THIS INDENTURE, made this

**JOTH** 

day of JULY

19 93 , between

ROGER LEE PERSON AN UNMARRIED MAN

DEPT-01 RECORDING

\$33.50

T#1111 TRAN 1197 08/11/93 15:30:00

+5790 ÷ ★-95-634029

COOK COUNTY MECOSONER, and

BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

a corporation organized and existing under the laws of THE UNITED STATES Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of UNE HUNDRED TWENTY THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 00/100

Dollars (\$ \*\*120,487.00 ) payable with interest at the rate of SIX AND 00000/100000 per centum ( 1#1,446.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgage; at its office in

or at such other place as the holder may designate in willing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installn ents of SEVEN HUNDRED TWENTY TWO AND 38/100

Dollars (\$ \*\*\*\*\*\*722.38 ) beginning on the first day of SEPTEMBER , 19 93 , and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payro', on the first day of AUGUST , 2023

NOW, THEREFORE, the said Mortgagor, for the better securing (i the payment of said principal sum of money and interest and the performance of the covenants and agreements berein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns the following described real estate situate, lying, and being in the county of CDOR.

CDOR.

and the State of Illinois, to wit:

LOT 17 IN HARVEY S. BRACKETT'S RESUBDIVISION OF FARTS OF BLOCKS 24 AND 25 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-10-318-019

PROPERTY ADDRESS: 4736 W. WEST END AVE, CHICAGO, ILLINOIS 50644

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

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ings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreelosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagec, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebted reas secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, any provisions of this of effect on the date executed in connection with said indebtedness which are inconsistent with said Title or Regulations are nere by amended to conform thereto.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the respective heirs, executors, administrators, au cossors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the sirgular, and the term "Mortgagee" shall include any payee of the indebtedness hereby include the parties of any transferee thereof wherever by operation of law or otherwise.

	, page Clerk.	ded in Book		County, Illinois, day of	ord in the Recorder's Office of	No.		ТО		Mortgage	ALE OF ILLINOIS	
FUE sint in . SP 61 ,	Notarial Sea			lo 148i	ı ayı j	O TOVIEW  O TOVI	SEAL SEAL See and	ng the releasing	n, includi	in set fortl in Expires: t was pret	ses therei oissimme	ourpos My Co Il sidT
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- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
  - II. interest on the note secured hereby; and
  - III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly pay nents shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be tiven by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the not esecured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property othe wise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at inc time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (c.) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the preparent of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and prefits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor strat be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The less e, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she vil. pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor exits option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishmen of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the rote secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of soid principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceed-

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A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgageor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments and assessments.

by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date received. Partial prepayment, other than on an installment due date received. Partial prepayment, other than on an installment due date received not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

AMD the said Mortgagor further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contraty hotwithstanding), that the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any 12... assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereof, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings blought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so con ested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum advanced by the Mortgagee for the alteration, modernization, in provement, maintenance, or repair of said premises, or sums advanced by the Mortgagee for the alteration, modernization, in provement. Said note or notes shall be secured for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby. Vere included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due or payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

In case of the refusal or neglect of the Mortgager to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said primises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, y min due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the property reservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this minitage, shall bear interest at the rate provided for in the principal indebtedness, secured by this minitage, shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

To keep said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the Str to of lilinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuence of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

AND SAID MOATGAGOR covenante and agrees:

does hereby expressly release and waive.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and lixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor

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#### ADJUSTABLE RATE RIDER

VARR 008923419

# NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ADJUSTABLE RATE RIDER is made this 30TH day of JULY . 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgoge, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, 75XAS 77027

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4736 W. WEST END AVE, CHICAGO, ILLINOIS 60644

[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 the Security Instrument, Borrower and Lender further covenant and agree rs follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of OCTOBER , 1994 , and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available, 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index prescribed by the Department of Veterans Affairs. Lender will give Borrower notice of the new index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE-HALF percentage point(s) ( \*2.500 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

V.A. Multistate ARM Rider - 10/92

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(D) Limits on Interest Rate Changes

Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single,

initial interest rate.

(E) Calculation of Payment Change

unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the at the new interest rate through substantially equal payments. In making such calculation, Lender will use the principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of

Mote, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of

the new monthly payment of principal and interest.

(F) Notice of Changes

(G) Effective Date of Changes.

combined payment amond (viii) any other information which may be required by law from time to time in payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The

return any excess payment with interest on demand is not assignable or in the Note is otherwise assigned before excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to rate (a rate equal to the interest rate which should have been street in a timely notice), or (ii) request that any has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower of this Rider decreased, but Lender failed to give tinely jotice of the decrease and Borrower made any monthly Lender has given the required notice. If the monthly exement amount calculated in accordance with paragraph (E) calculated in accordance with paragraph (E) of this Pider for any payment date occurring less than 25 days after (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph on the Change Date. Borrower shalt make a payment in the new monthly amount beginning on the first payment A new interest rate calculated in a scordance with paragraphs (C) and (D) of this Rider will become effective

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coven in sometimed in this Adjustable

Rate Rider,

the demand for return is made.

Borrower. помоттой-(Seal) (Seal) Borrower Borrower. (Seal) (Seal)

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#### V.A. ASSUMPTION POLICY RIDER

UAAR 008923419

#### NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

1993 SOTH day of THIS ASSUMPTION POLICY RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

BANK UNITED OF TEXAS FSB. 3200 SOUTHWEST FREEWAY, #2000,

HOUSTON, TEXAS 77027

its successors and assigns

("Mortgagee") and covering the property described in the Instrument and located at:

4736 W. VEST END AVE, CHICAGO, ILLINOIS 60644

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this lost would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebteriness hereby secured at o ice cue and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all of any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorize a agent pursuant to Section 3714 of Chapter 37, Title 38, United

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-hr lf of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee of its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already occured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the inceptedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically valved if the assumer is exempt under the provisions of 38 U.S.C. 3729 (b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for ar preval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized age in for determining the credit worthings of the assumer and subsequently revising the holder's ownership records when all approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies of any maximum prescribed by applicable State law.
- (c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the fissumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.						
(Seal)	xtogon for Horson	(Seal)				
Mortgagor	ROBER LEE PERSON	Mortgagor				
(Seal)		(Seal)				
Mortgagor		Mortgagor				

-526 (0200)

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