10-19-1993 Loan No 900004722

By\_

Notary Public in and for the State of \_

(Continued)...

INDIVIDUAL ACKNOWLEDGMENT **COUNTY OF** individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and Voluntary act and deed, for the uses and purposes therein mentioned. day of Given under my hand and official seal this Residing at My commission expires Notary Public in and for the State of INDIVIDUAL ACKNOWLEDGMENT STATE OF ) 88 COUNTY OF On this day before me, the undersigned Notary Public, personally appeared EDWARD P. VISH, JR., to me known to be the Individual described in and who executed the Walver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purpose; increin mentioned. day of \_ Given under my hand and official seel this \_ My commission expires \_ Notary Public In and for the State of \_ ACKNOWLEDGMENT STATE OF 188 COUNTY OF On this day before me, the undersigned Notary Public, personally appeared DIANA M. VISH, to me known to be the individual described in and who executed the Walver of Homestead Exemption, and acknowledged that he or she signed the Walver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. \_\_ day of Given under my hand and official seal this \_\_\_\_\_ Residing at

My commission expires

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93866129

## **UNOFFICIAL COPY**

Articles of Cook County Clerk's Office

RECORDATION REQUESTED BY OFFICIAL COPY 5

Heritage Bank 17500 South Oak Park Avenue Tinley Park, IL 60477

WHEN RECORDED MAIL TO:

Heritage Bank 17500 South Oak Park Avenue Tinley Park, IL 60477

SEND TAX NOTICES TO:

93866130

DEPT-01 RECORDINGS

\$27.00

T#9999 TRAN 1433 19/27/93 12:04:00

#6741 # #--- 73--046130

CODE COUNTY RECORDER

(Space Above This Line For Recording Data)

## **MORTGAGE**

THIS MORTGACE ("Security Instrument") is given on September 27, 1993. The mortgagor is Allan Kravitz, WiDOWED ("Borrower"). This Security Instrument in given to Heritage Bank, which is organized and existing under the laws of the State of Itinois and whose address is 17500 South Oak Park (IVe run, Tintey Park, IV. 60477 ("Lender"). Borrower owes Lender the principal sum of One Hundred Ten Thousand & 00/100 Dollars (U.S. \$110,505.00). This dobt is evidenced by Borrower's note dated the name date at this Security Instrument secures ("Note"), which provides for monthly payments, with the rull dobt, if not paid earlier, due and payable on October 1, 2008. This Security Instrument secures to Londer: (a) the repayment of the dobt evidence is by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sures, with interest, advanced under prinagent? To protect the security of this Security Instruments and convey to Londer the following described property located in 250k County, Illinois:

LOT 11 IN TINLEY DOWNS ESTATES, BEINC, A BUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RAPLE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 27-25-314-904

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which has the address of 17221 Doongen, Tinley Park, Illinois 60477 ("Propurty Address");

TOGETHER WITH all the improvements now or hereafter proceed on the property, and all casements, appurtonances, 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 lorogologies referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Londer covenant and agree as follows:

- 1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay vitien due the principal of and interest on the debt evidenced by the Note and any propayment and falls charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall you to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funder") for: (a) yearly taxes and assessments violeth may attain priority over this Security Instrument as a lien on the Property. (b) yearly leasehold payments or ground rents on the Property, if any (c) yearly hazard or property insurance premiums: (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and if) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu 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 maximum amount a lender for a federally related mortgage lean may require for Borrower's escribe account under the federal Rual Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another faw 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 astimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be hold in an institution whose deposits are insured by a lederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, unless tender 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 loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interent shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledeged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Hons

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 4 pages)

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when due, Lender may be notify Bergower in willing, and, in such case Berrower shall pay to Lender the amount necessary to make up the deficiency. Berrower shall make up the deficiency in no more than twelve monthly payments, at Lander's sole discretion.

Upon payment in full of all sums occured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender paragraph 21, 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 on a credit equinal the sums exceed by this Security Instrument

- 3. Application of Payments. Unless applicable law/proyides officewise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any propayment charges due under the Note; secolid, 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, lines 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 manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all holices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender 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 mather acceptable to Londer: (b) contests in good faith the lien by, or defends against enforcement of the lien in, logal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) occurres from the holder of the lien an agreement antisfactory to Londer subsordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Borrower a notice (dentifying the lien. Borrower shall natively the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Hazard or Priporty Insurance. Borrower ishall keep the improvements now existing or hereafter grected on the Property insurance by fire, hazards include, "within the turn "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be "risintained in the 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 unessenably withhold. If Borrower fails to maintain coverage disscribed above, Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and innerwels shall be acceptable to Londer and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. (Conder requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt policie to the insurance carrier and Londer. Lender may make proof of loss if not made promptly by Borrower.

Unless Londer 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 accommically 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 Bo review bandons 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 Barrower otherwise agree is, withing, 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 recovery from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums accounted by this Society Instrument immediately and 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 to at least one year after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence to at least one year after the date of occupancy, unless Londer officeries agrees in writing, which consent shall not be unreasonably withheld, or unless exercitating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, demage or impair the Property, allow the Property to demain rule, or commit waste on the Property. Borrower shall be in default any forfeiture action or proceeding, whether civil or criminal, is begun that in Landar's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lendar's security Interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lendar's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment or the lien created by this Security Instrument or Lendar's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lendar (or falled to provide Londer with any material information) in connection with the lear evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. Unlike Security Instrument is on a leasehold, Borrower acquires fee title to the Property, the lear mild and the fee title entail not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower falls to perform the covenar's and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (so the sea proceeding in bankruptcy, probate, for condemnation or forteflure or to enforce lows or regulations), then Lender may do and pay for whateve 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 repars. It though Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursemant at the Note rate and shall be payable, with Interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Sucray 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 lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage 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 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 payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a less reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 16. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument ahall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Londer otherwise agree in writing or unless applicable taw otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument

whether or not the sums are inentitue.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 Lander 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 such payments.

- 11. Borrower Not Released; Forbearance 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 Lander 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 regular to commence precedings against any successor in Interest or release 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 remady shall not be a walver of or proclude the exercise of any right or remady.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covariants and agreements of this Security Instrument shall bind and banefit the successors and assigns of Lander and Borrows, subject to the provisions of paragraph 17. Borrows's covariants and agreements shall be joint and several. Any Borrows who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrows'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 Londer and any other Borrows' may agree to extend, modify, forboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrows'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 increase or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge stable in 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. Londer may choose to make this refund by reducing the principal ewed under the Note or by making a direct payment to Borrower. If a refund reduces pencipal, the reduction will be treated as a partial propayment without any propayment charge under https://discourse.
- 14. Notices. Any notice of or ower 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 an other method. The notice shall be directed to the Property Address or any other address Bonower designates by notice to Lander. Any notice to Lander et all be given by first class mail to Lander's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided or in this Security limitational shall be deemed to have been given to Borrower or Lander when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law find the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be a very ble.
  - 16. Borrower's Copy. Borrower shall be given and conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest is Borrower. It all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and or receive is not a natural person) without Londor's prior written consent, Londor may, at its option, require immediate payment in full of all some secured by this Security Instrument. However, this option shall not be exercised by Londor if exercise is prohibited by federal law as of the date of this Security instrument.
- If Landor exercises this option, Lunder shall give Borrower notice of acceleration. The notice shall provide a period of not less this 30 days from the date the notice is delivered or mailed within which Borrower mur. pay all sums secured by this Security Instrument. If Borrower falls to pay those sums prior to the expiration of this period, Lender may invoke any remarks permitted by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such offset period as applicable law may specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, and tender may reasonably require to assure that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the series secured by this Security Instrument shall continue unchanged. Upon reinstallement by Borrower, this Security Instrument and the obligation, required hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstale shall not apply in the case of acceleration and paragraph 17
- 19. Sale of Note; Change of Loan Servicer. The Note or a painst interest in the Note (togethar with this Security Instrument) may be sold one of 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 prograph 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 nade. The notice will also contain an other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposel, storage, or release or 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 virial or d uny Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of A zardous 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 povernmental 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 remodial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances delined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, keresend, other flammable or toxic petroleum products, toxic posticides and harbicides, volatile solvents, materials containing asbestos or formaldohyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction 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 Borrower prior to acceleration following Borrower'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 cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, toreclosure by judicial proceeding and sale of the Property. The notice shall further interm Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured 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, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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24. Riders to this Security Instrum	rider shall be incorporated into and shi	by Borrower and recorded together with this Security Instrument, the all amend and supplement the covenants and agreements of this
Adjustable Rate Rider	Condominium Rider	1-4 Family Ridol
Gradualed Payment Rider	Planned Unit Development Rider	Biwookly Paymont Ridor
Balloon Rider	Rate Improvement Rider	Second Homu Rider
Other(s) [specify]		guard
Borrower and recorded with it.	and egions to the terms and coverants or	ontained in this Security Instrument and in any rider(s) executed by
Wilnesses:		San francisco (Soal)
	Cer	Allan Wavitz-Borrower
	∮ank Jak Park Ayenue Ik, II 60177	
STATE OF QUELT	INDIVIDUAL ACKNOW	LEDGMENT
executed the Mortgage, and acknowledge	ded that he or situ signed the Northage  day or  Residin	Kravitz, to me known to be the individual described in and who as his or her tree and voluntary act and deed, for the uses and fig. at

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"OFFICIAL SEAL"

Barbaia A. Meegan

My Commission Expires 6'6/96