RECORD & RETURN TO:

WM. BLOCK & CO. INC. 5 MARKET SOUARE LAW FOREST, ILL 60045 LAKI FOREST, ILL 60045

THIS DOCUMENT PREPARED BY: VIVIAN PEARSON
FOR WM, BLOCK & COMPANY INC.

[ Space Above This Line For Recording Data ]\_

LOAN # 640924

93911434

#### MORTGAGE

THIS MORTCARE ("Security Instrument") is given on NOVEMBER 1

19 93 . The mortuagor is JOHN J. GABOR AND DONNA M. GABOR, HUSBAND AND WIFE

5 MARK

("Borrower"). This Security in a ment is given to WM. BLOCK & CO., INC.

ITS SUCCESSORS CP ASSIGNS

which in organized and existing under the laws of STATE OF ILLINOIS

, and whose address is

("Lender").

254 MARKET SQUARE

LAKE FOREST, IL 60045

Borrower owes Lender the principal sum of METY-FIVE THOUSAND AND 00/100

Dollars (L.S. ... 95,000.00 ). This debt is evidenced by Borrower's note dated the serve date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2008 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security In trument and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in COOK County, Illinois:

LOT: 5283 IN ELK GROVE VILLAGE SECTION 1.0, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIF 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 9, 1972 AS DOCUMENT NUMBER (1 933 626.

254 F

DEPT-01 RECORDING 429.00 141111 TRAN 3313 11/09/93 14:13:00 2357 \* \*-93-911434 COUNTY RECORDER

LOT SOUT:

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PIN % 07-36-405-024

which has the address of 1475 MEEGAN WAY

ELKGROVEVILLAGE

[City]

Illinois : 60007

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 little 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 -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FORM 3014 9/90 (page 1 of 5 pages)

Initials \_\_\_\_\_

Property of County Clerk's Office

UNIFORM COVENANTS. Borrower and Lander governant and agree as follows:

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- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funde for Texes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day menthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly lessahold payments or ground ments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly lessahold payments or ground functions on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; yearly mortgage insurance premiums, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of parametrization in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's ascrow account under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S. C. 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender roay, at any time, addition and hold Funds in an amount not to exceed the lesser amount. Londer may sufficient the amount of Funds due on the hable of accordance with applicable law.

The Funds shall be held in an institution whose deposite are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time observe for an independent real estate tax reporting service used by Lender in commention with this loan, unless explicable law provides otherwise. Unless an agreement is made or an applicable law requires interest to be paid, Lender shall not an equired to pay Borrower say interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and dishits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledgiditished additional security for all yours secured by this isocurity instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Berrowel for the excess Funds in accordance with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Escrovative as when dus, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to the deficiency in no more than twelve monthly pay-the fields, and the content of the deficiency in the deficiency in the deficiency. If the deficiency is the deficiency in the deficiency i

there. Upon payment in full of an sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds:
-hald by Lender. If, under paragraph 21, Linder shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments reneived by Lender under paragraphs 1 Valid 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not peld in that manner, Borrower shall pay them on time directly to the "berson owed payment. Borrower shall promptly furnish to Lande all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lander receipts evidencing the payments.

Borrower shall promptly discharge any lien which has proving over this Security Instrument unless Borrower; (a) agreed in writing to the payment of the obligation secured by the lien in a majore acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which is, the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfacting 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 Institute. Lender may give Borrower a notice identifying the lien. Borrower shows attain or take one or more of the actions set forth above within 10 days of the giving of notice.

Emilia 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against less 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 the impurence and for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall have be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender ay, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to resto ation or repair of the Property damaged, if the restoration or repair is aconomically 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 shell 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 payagraph 19 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 immadiately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Leaseholds.

Burrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the oxecution 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 occupanct, 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, demage or impeir 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 judgement 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 and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if 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

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connection with the lean 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 teasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the title fee shall not marge unless Lender screes to the morper

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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, probite, for condemnation 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 lion which has priority over this Security Instrument, appearing in court, psying ressonable 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 so.

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

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Barrower shall pay the premiums required to maintain the mortgage insurence in effect. If, for any reason, the mortgage insurance coverage required by Lender tapeas or ceases to be in affect, 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 the Borrower of the mortgage insurence previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not evailable. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being and by Borrower when the insurance coverage lepsed or ceased to be in effect. Lender will accept, use and retain these payments as ross 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 Londer requires) provided by an insurer approved by Londer again becomes available and a obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the mau' ement for mortgage insurance ands in accordance with any written agreement between Borrower and Lander or applicable law.
- Lorder or its agent may make reseccable entries upon and inspections of the Property. Lander shall dive Bor-8. Inspection. lither notice at the time of an inspection specifying reasonable cause for the inspection.
- 10. 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 Londor.

In the event of a total taking of the Property, the proceeds what be applied to the same secured by this Security Instructions, whether or not then due, with any expersional to Borrower. In the event of a partial taking of the Property, unless Borrower and Lendan btherwise agree in writing, the sums securer by his Security Instrument shall be reduced by the amount of the processe multiplied by this following fraction: (a) the total amount of the cures secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any bilance shall be paid to Borrower.

If the Property is abandoned by Borrows, 7. b. after notice by Lender to Borrower that the condennor offers to make an award B) sottle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender la littherized to collect and apply the proceeds, at its option, either or restoration or repair of the Property or to the sums secured by this Security liistrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or poerpone the thus date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearanne By Lender No Valver. Extension of the time for payment or modification of amorfixation of the sums secured by this Security instrument granted by Lander to any successor in interest of Borrower shall not operate to rélease the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence procedulings against any successor in interest or refuse to extend time for payment or jurishmise modify amortization of the sume secured by this Sedurity Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercising of any right or remedy.
- 12. Successors and Assigns Sound; Jaint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrows, subject to the provisions of paragraph 17 Borrows gr's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grent and convey that Furrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured the thin Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- If the loan secured by this Security Instrument is subject to a law which late maximum loan charges, 13. Loan Charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan excond the permitted limits, then: (a) any such lost charge shall be reduced by the amount necessary to exact the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Ecider may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to payrower. If a refund redices principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote.
- 14. Nations. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing liby 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 addless 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.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in Which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable liw, 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. .;
  - 16. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold by transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate paymont in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instru-ዘናያት፤ 'It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. Lerither is

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FORM 3014

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

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18. Sorrower's Right to Reinstate. If Borrower meets certain conditions, Barrower 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 other period as applicable law may specity for reinstatement) 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, including, but not limited to, resconable attorneys' fees; and (d) takes such action as Londer may reasonably require to assure that the lies of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in the entity (known as the "Loan Sarvicer") 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 Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by opdicable law.

20. 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 preceeding two sentences shall not apply to the presence, use, or storage on the Proporty of small que little of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to insintenance of the Property.

Borrower at all promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any give emmental or regulatory ogency 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 Martindeus Substance affecting the Property is necessary, Borrower shell promptly take all necessary remethat actions in accordance with Environmental Law.

As used in this paragraph 1.9, "Hazardous Substraces" are those defined as toxic or hazardous substances by Environmental Law and the following substances: assoline, kerosene, other flammable or toxic petroloum products, toxic pesticides and herbidides, Villatile solvents, meterials containing espectos or formulablyde, and radioactive materials. As used in this paragraph 20, "Environfindital Law" means federal laws and lews of the jurisdiction where the Property is located that relate to health, enfety or environmental protection. 11 3 . . .

NON-UNIFORM COVENANTS. Borrow a and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender (hall Live notice to Borrower prior to acceleration following Borrower's breach'of any covenant or agreement in this Security Instrument fout 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 or 🗺 sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of any other defense of Borrower to acceleration and foreclosure: "If the listault 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 new foreclose this Security Instrument by Judicial proceedings Cender shall be entitled to collect all expenses incurred in pursuing the removies provided in this peragraph 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 in rumont, Lender shall release this Security Instrument. without charge to Borrower. Borrower shall pay any recordation costs. y hostina

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are execute 1 by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incomprated into and shall amend and supplement the bovenents and agreements of this Security Instrument as if the rider(s) were a part of .pic Security Instrument. edillad (Chick applicable box(es))

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Adjustable Rate Rider	Condominium Rider	1- 4 Family Rider	Criff My
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# **UNOFFICIAL COPY**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in my rider(s) executed by Borrower and reported with it.

Witnesses:	,	
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	- Comment of the comm	(Seal)
	JOHN J. GABOR	-Borrower
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	DONNA M. GABOR	-Borrower
•	MONITA III ONDON	*BOHOWB!
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STATE OF ILLINOIS,	County se:	
STATE OF ILLINOIS, (CCh)	, a Notary Public in and for said county a	and state,
	at lis Mark	
do hereby certify that	Gaber and Down M. Gabo	1) Michella
	aro yn to me to be the same person(s) whose name(s)	,
so to the periodally k	TO ALL TO THE CO BE LIFE SHILLS PRISONES AND SE HIRINGIES	
subscribed to the foregoing instrument, appeared before	re mo this day in person, and acknowledged that	in he
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signed and delivered the said instrument as	free and voluntary set, for the uses and purpos	es therein
est forth.	//x.	
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	( ) day of MCARS PIPO , 197.	76.3
My Commission expires:		Secretary Marin
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My Commission Expires 3/30/96		e
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