## UNOFFICIAL COPY

(Space Above This Line For Recording Data)					
800046625	MORTGAGE				
THIS MORTGAGE ("Security Instrument") is given on November 9th, 1993 The mortgagor is MICHAEL S. MAGGIO AND SANDRAS. MAGGIO, HUSBAND AND WIFE AS JOINT TENANTS					
The mortgagor is MICHAEL S. MAGGIO AND	SANDRA S. MAGGIO, HUSBANI	AND WIFE AS JUINT TEN	s Security Instrument is given to		
FIRST FEDERAL SAVINGS BANK, F.S.B.		( Sorrower ). The	, which is organized and existing	,	
under the laws of THE STATE OF ILLINOIS 612 N MAIN STREET ROCKFORD, ILLINOIS			, and whose address is	ś	
		·	("Lender").		
Borrower owes Lunder the principal sum of Seventy Nine Thousand Three Hundred and	00/100				
Oollars (U.S. \$ 75,000,00	]. This debt is evidenced by Bo	rower's note dated the same	date as this Security Instrument		
("Note"), which provides (a monthly payments, This Security Instrumer (is cores to Lender: (a) and modifications of the hole (b) the paymer Security Instrument; and (c) "(in performance purpose, Borrower does here by nortgage, graing described property located in SOCK	the repayment of the debt evident of all other sums, with interest, the recovers coverants and agree	nced by the Note, with Intere advanced under paragraph iments under this Security In:	7 to protect the security of this strument and the Note. For this		
LOT 889 IN STRATHMORE SCHAU	MBURG UNIT 11, BEING	A SUBDIVISION OF	PART OF THE		
NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE					
THIRD PRINCIPAL MERIDIAN. COORDING TO THE PLAT THEREOF RECORDED APRIL 19,					
1972 AS DOCUMENT NUMBER 21/3	72536, IN COOK COUNT	Y, ILLINOIS.			
TAX ID 07-20-210-014	OZ	and the second s	RECORDINGS TRAN 1699 11/14/93 11:	\$27.99 12:00	
		CT #3965 # CDOK	EDUNTY RECORDER	e ec	
		C	J / X		
which has the address of	1518 PENRITH PLACE [Street]	<del></del>	SCHAUMBURG (City)		
Minois 60194	("Property Address");	4			
[Zip Code] TOGETHER WITH all the improvements in or hereafter a part of the property. All replaced referred to in this Security Instrument as the "Pri	ow or heraatter erected on the proments and additions shall also be operty".	perty, and all easements, ap covered by this Secury Ins	ppurtenances, and flatures now strument. All of the foregoing is	93931962	
BORROWER COVENANTS that Borrower convey the Property and that the Property is generally the title to the Property against all clair	unencumbered, except for enc ns and demands, subject to any e	Imbrances of record. Borro Incumbrances of record.	ower warants and will defend	1962	
THIS SECURITY INSTRUMENT combine jurisdiction to constitute a uniform security instru	s unitorm covenants for national ument covering real property.	use and non-uniform cover	nants with finited variations by	. •	
UNIFORM COVENANTS. Borrower and 1. Payment of Principal and Interest; and interest on the debt evidenced by the Note	Prepayment and Late Charges.	Borrower shall promptly	pay when due the principal of		
2. Funds for Taxes and Insurance. the day monthly payments are due under the May attain priority over this Security Instrument any; (c) yearly hazard or proporty insurance pre it any; and (f) any sums payable by Borrower to insurance premiums. These items are called Emaximum amount a lender for a federally relative Settlement Procedures Act of 1974 as amende plies to the Funds sets a lesser amount. It of amount. Lender may estimate the amount of Escrow Items or otherwise in accordance with a	Subject to applicable law or to a lote, until the Note is paid in full, as a lien on the Property; (b) ye smiums; (d) yearly flood insurance Lender, in accordance with the p scrow items." Lender may, at any ed mortgage loan may require to d from time to time, 12 U.S.C. So, Londer may, at any time, colle Funds due on the basis of currer.	written waiver by Lender, 8: a sum ("Funds") for: (a) yearly airly leasehold payments or growing, if any; (e) yearly rovisions of paragraph 8, in it time, collect and hold Funds it Borrower's escrow account ection 2601 et seq. ("RESP, ot and hold Funds in an arct	y taxes and assessments which iround rents on the Property, if mortgage insurance premiums, eu of the payment of mortgage in an amount not to exceed the t under the federal Real Estate "Ount not to exceed the lesser		

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) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower 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 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 interest shall be paid on the

-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022 (7/20/92)

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Funds. Lender shall give to Bor over without charge, an unitual accounts of the Fund, showing credits and debits to the Funds and the surpose for which each debt of the Funds and are clidinged as additional security or all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held 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 at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. 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 Botrower any Funds hold by Lender, if, under 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 as a credit against the sums secured by this Security Instrument

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Conder under paragraphs 1 and 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. Bostower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Bostower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bostower shall pay them on time directly to the person ewed payment Bostower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bostower makes these payments directly, Bostower shall promptly furnish 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 manner acceptable to Lender; (b) contests in good faith the lien by, or detends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may aftain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower a satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, he aids included within the term "extended coverage" and any other hazards, including floods or flooding for which Lender requires insurance shall be maintained 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 unreasonably withheld. If Borrower fails to maintain coverage of circled above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and recrewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and ran wals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, 300 ower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower oth invixe 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 assened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any eye cass paid to Borrower. It Borrower abandons the Property, or does not answer within 50 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 'vri' r/, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 ard 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance polic as 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 Sec. Attylinstrument immediately prior to the acquisition.

- 6. Occupancy, Praservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal rigad ince within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residuate of the least one year after the date of occupancy, unless Londer 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 impeir the Propun, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any fortesture action or proceeding, which exists of the len created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in languagn 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for eiture of the Borrower's interest in the Property or other material impalment of the lien created by this Security Instrument or Lender's security in erest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires lee title to the Property, the leasehold and the 'estitle 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 covin arise and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may 0.7 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 a value 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 so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrown, excited by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest from this date of disbursement 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 securit 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 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, then 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 accopt, 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 loss 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.
- 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 fieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 shall 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, (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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured by this Security Instrument whether or not the sums are then due.

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 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 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 Lender 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 required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in expectating any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and postigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be done in the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be done not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the sums secured by this 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.
- 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be 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. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge, under the Note.
- 14. Notices. Any notice to Borrower provided for in thi / Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall by coverned 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 law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Now raid of this Security Instrument.
- 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 or transferred (or 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 payment in full of all sums secured by this pecurity 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 Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice of all 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 Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies per nitred 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 now 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 specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) er (r) 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, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender'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 a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 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 applicable law.

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My Commision Expires:

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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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic peroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental containing as to the substances. tal protection.

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

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, foreclosure by judicial proceeding and site of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in thy 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 s', sums secured by this Security Instrument without further demand and may foreclose this Security instrument by judicial proceeding. Under shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not imit 4 to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon pay yent of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower, shall pay any recordation costs.

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23, Walvers. Borrower waives all rights of I	homestead exemption in the Property.		
$O_{\mathcal{R}}$			
24. Riders to this Security Instrument. Instrument, the covenants and agreements of each agreements of this Security Instrument as if the ric article.	If one or more riders are executed by Borrower a such rider shall be incorporated into and shall ame s) were a part of this Security Instrument.	nd recorded together with this Security and and supplement the covenants and	
[Check applicable box(es)]			
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider	
Graduated Payment Rider	nned Unit Development Rider المراجب	Biweekly Payment Rider	
Balloon Rider	Rule improvement Rider	Second Home Rider	
Other(s) [specify]	C		
BY SIGNING BELOW, Borrower accepts and rider(a) executed by Borrower and recorded with it.	d agrees to the terms and covenants contained	in this Security Instrument and in any	
Witnesses:  BUNDLIM HOLLING	musially	(Seal)	
7 . 70000	MICHAEL S. MAT.GIC	-Borrower	
	SandraSM	1 29910 (Seal)	
	SANDRA S. MAGGIO	-Borrower 335-54-6848	
		(Seal)	
		-Bonower	

STATE OF ILLINOIS COOK La udria. 1 Stoce that MICHAEL S. MAGGIO AND SANDRA S. MAGGIO County ss:

a Notary Public in and for said county and state do hereby certify

personally known to me to be the same person(s) whose name(s) A RE

are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

signed and delivered the said instrument as their

free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th November, 1993

PREPARED BY AND RETURN TO: KATHY ROMANO FIRST FEDERAL SAVINGS BANK, F.S.B. 2500 W. HIGGINS RD SUITE 470 HOFFMAN ESTATES, Il 60195



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(Seal) -Borrower