PREPARED BY: KOZELL

MORTGAGE

SEPTEMBER 30 THIS RORTGAGE ("8 outity Instrument") is given on JOHN K. CHATZ AND SUSAN M. CHATZ, HIS WIFE 15 93 . The mortgager As

("Borrower"). This Security Instrument is given to DEVON BANK , which is organised and existing under the laws of ILLINGIS and whose address is

6445 NORTH WESTERN AVENUE, CHICAGO, IL 60645

Dorrower owes Lender the principal aut of ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100ar. (v.). ****172,500.00). This debt is evidenced by Borrover's note dated the same date as this security Instrument ("Hots"), which provides for monthly payments, with the full debt, if not , 2 1995 paid earlier, due and payable on OCTOBER 1 This Security Instrument secures to Lender: (a) the repayment of th. debt evidenced by the Note, with interest, and all renewale, extensions and modifications; (b) the payment of all other sum , with interest, advanced under paragraph 7 to protect the assurity of this Security Instrument; and (c) the performance of Sorrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property COOK located in

LOT 11 (EXCEPT THE EAST 10 2/3 FEFT) AND ALL OF LOT 12 IN BLOCK 3 IN DILLON'S FIRST ADDITION TO EVANSTON, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOP. COUNTY, ILLINOIS.

PERMANENT TAX ID 10-24-418-028

DERT-01 RECORDING 750000 TRAN 5016 11/18/93 16:43700 4450 + *- 93-946045 COUR COUNTY RECORDER

PERMANENT TAX ID. 10-24-418-044

1517 SEWARD STREET which has the address of /Street) 60202 ("Property Address"); EVANSTON

/aip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essemente, appurtunances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Decurity Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROHER COVENANTS what Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbored, except for encumbrances of record. Sorrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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UNIFORM COVERANTS. Borrower and Lender covenant and agree as follows:

- 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. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessments which 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 premiume; (d) yearly flood insurance premiume, if any; (a) yearly mortgage insurance premiume, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items 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 loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 et seq. ("RESPA"), unless another law 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 estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 analysing 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, in ever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the lunds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged is additional security for all sums secured by this Security Instrument.

If the Funds held by Lender existed 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 Redrow It me when due, Lender may so notify Borrower in writing, and, in such dass Borrower shall pay to Lender the amount necessary to miss 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 Borrower any Funds held by Lender. If, under paragraph 21, Lender shall enquire 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 accurred by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicately law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any preparent charges due under the Note; second, to smounts 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, a messments, charges, fines and impositions attributable to the Property which may attain priority over this Bedurity Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it for paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall roseptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower! (a) agrees in writing to the payment of the obligation secured by the lien in a mannet acceptable to Lender; (b) contests in good faith the lien by, or defends 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 agreesant estimatory 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 Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

B. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now extering or hereafter erected on the Property insured against lose by fire, hererds included within the term "extended coverage" and any other hemsels, including floods or flooding, for which Lender requires insurance. This 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 withhold. If Borrower fails to maintain coverage described above, for lar may, 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 Lender and shall include a standard for gage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, horrower shall promptly give to Linder all redeipts of paid premiums and renewal notices. In the event of loss, horrower shall give prompt notice to the liverings carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is soonomically 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 dus, with any success paid to Borrower. If Borrower abandons the Property, or does not answer within 10 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 escured by this dacurity Instrument, whether or not then due. The 10-day period will begin when the notice is given.

Unless Lender and Sorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dus date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under
paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage
to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument
immediately prior to the acquisition.

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- 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument Lender's security interest. Sorrower 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, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lendor's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the dovenants and agreements contained in this Securit I strument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptoy, probats, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attories and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does have to do so.

Any amounts disbursed by Lenier under this paragraph 7 shall become additional debt of Borrower secured by this Socurity
Instrument. Unless Borrower and Lorier agree to other terms of payment, these amounts shall bear interest from the 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 I noter required mortgage insurance as a condition of making the loan assured by this

- 8. MORTGAGE INSURANCE. If I index required mortgage insurance as a condition of making the loan ascured by this security Instrument, Borrower shall pay the primiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or casses 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsod or cassed 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 lift 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 issurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accordance with any vilities agreement between Borrower and Lender or applicable law.
- INSPECTION. Lender or its agent may make reasonable entri- ipon 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 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 Becurity Instrument immediately before the taking, unless Borrow, and Lender otherwise agree in writing, the sums secured by this Becurity 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, divided by (b) the fair market value of the Property immediately before the 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 Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to 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 confunct offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 10 days after the date in notice is given, Lender is authorised 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 dum date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED; FORSEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortisation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Sorrower shall not operate to release the limbility of the original Borrower or Sorrower's successors in interest. Lender shall not be zequired to commance proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortisation 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 romedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Sorrower's covenants and agreements shall be joint and several. Any Borrower who equations this security Instrument but does not execute the Note: (a) is co-signing this security Instrument only to mortgage, grant and convey that Borrower'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 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.

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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 to 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 If a refund reduces principal, the reduction will be treated as a partial prepayment making a direct payment to Borrower. without any prepayment charge under the Note.

14. NOTICES. Any notice to Borrower 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 another method. The nutice 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 Beourity Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this

paragraph.

This Security Instrument shall be governed by federal law and the law of the 16. GOVERNING LAW; SEVERABILITY. In the event that any provision or clause of this Security Instrument or the jurisdiction in which the Property is located. 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 Note and 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 Londor's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security in trument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law me of the date of this Security Instrument.

If Lender exercises this opine, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the laty 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 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 di do timued 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) entry of a judgment offorcing 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 attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Land r a rights in the Property and Borrower's obligation to pay the sums Upon reinstatement by Borrower, this Security Instrument and secured by this Security Instrument shall continue unchanged. the obligations accured hereby shall remain fully effective as .. 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 ... Partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Boltower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due un or 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 pe a paper 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.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the proson e, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anythe else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences chall not apply to the presence, uso, or storage on the Property of small quantities of Hazardous Substances that are generally recognised to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, dement, Lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardou. Suntance 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 Hamardous Bubstance affecting the Property is necessar, Norrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Hamardous Substances" are those substances defined as toxic or how substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petrolay, products, toxic pesticides and herbicides, volatile colvents, materials containing asbestos or formaldehyde, and radioactive attribute. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property in located that relate to health, safety or environmental protection.

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

21. ACCELERATION: REMEDIES. Lender shall give notice to horrower prior to acceleration following Borrower's breach of any covenant or agreement in this Sacurity 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 dufault must be oured; and (d) that failure to dure 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 sale of the Property. The notice shall further inform Borrower of the right to reinetate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 ascured by this Security Instrument without further demand and may foreclose this Becurity 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 gosts of title evidence.

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	·=·	secured by this Security Instrument shall pay any recordation costs.	, Lender shall release this Security	
23. WAIVER OF HOMESTE	AD, Borrower walk	ves all right of homestead exemption I	n the Property.	
this Security Instrument, the	covenants and agrees	ments of each such rider shall be Inc	y Borrower and reported together with prporated into and shall amend and were a part of this Security Instrument	
(Check applicable box(es)).				
(Adjustable R	tate Rider	() Condominium Rider	[] 1 ~ 4 Pamily Rider	
[] Graduated Pa	yment Rider	[] Planned Unit Development Rider	[] Diweckly Payment Rider	
X] Balloon Ride	r	[] Rate Improvement Rider	() Second Home Rider	
() Other(s) (eg	easify)			
BY SIGNING BELOW, By From any rider(s) executed by By Lyc			ed in this Security Instrument and in	
Witnessass		& ackor	(Seal)	
,		JOHN K. CHATZ	348-46-6665	
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		SUSAN M. CHATZ Bocial Becurity Number	33~45-5417	
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COUNTY OF	./\	1-41 2 4 1		
The foregoing instrument was	acknowledged before	so this U - ACTALL	U 1995	
by JOHN K. CHATZ	and susan M.	CHATZ (Derson(s) Ecknowledging) (U)	be	
IY COMMISSION EXPIRES:	"OFFIC	E RIVERS Note	e Lues (SEAL)	
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