COOK COUNTY, ILLINOIS FILEL FOR RECORD

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OBTH, day of NOVEMBER, 1993. The mortgagor is JOEL D MALKIN AND WENDY C MALKIN RUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesota, and whose address in 111 E. KELLOGG POULEVARD, SUITE 215, ST. PAUL MN 55101, ("Lender"). Borrows owes Lander the principal sum of ONE HUNDRED FORTY F. THOUSAND THREE HUNDRED FIFTY AND MO/100 DOLLARS (U.S. 5. 125,350.00). This dobt is evidenced by Horrower's note dated the same date as of is Security Instrument ("Note"), which provides for monthly payments, with two full dobt, if not paid earlier, due and payable on the first day of DECEMBER, 2027. This Security Instrument secures to Lendert (a) the repayment of the dobt evidenced by the Note, with interest, and all renewals, extensions and modifications of case 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 Instrument and the Note. For this purpose, Horrower does hereby mortgage, grant and convey to Lender die following described property located in COOK County, Illinois:

LOT 18 IN BLOCK 2 IN OLIVER SALINGER AND "OMPANY'S BIRCHWOOD AVENUE ADDITION TO ROGERS PARK OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILL MOIS

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PIN # 10-25-310-002

74-63-439 43

which has the address of 2953 W BIRCHWOOD AVENUE, [Strast]

CHICAGO (City)

("Property Address");

Illinois 50645(Zip Code)

IOGETHER WITH all the improvements now or horeafter eracted on the property, and all ensements, 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."

BORROWEP 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 title to the Property against all claims and demands, subject to any ancumbrances 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.

CLDOC927 (03/92)

PAGE 1 OF 6

ILLINOIS-Single Family-fannie Mae/Fredddie Mac UNIFORM INSTRUMENT Form 3014 9/90

INIT:ALS:____

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1. Payment of "Principal 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 ("Funds") 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 premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in tieu 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. Rection 82601 at 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 antimates 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 fincluding Lender, if Lender is such an institution) or in only federal Home Lean Bank. Lender shall apply the funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying ins 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. Knowner, Lender may recuire 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 earning, on the funds, Borrower and Lander 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 desire to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged 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, 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 tire is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such rash 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 a curity instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, ender shall acquire or self 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, Unioss applicable law provides electure, all payments received by Lender Unider paragraphs 1 and 2 shall be applied: first, to any prepayment ranges 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, times and impositional 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 warner 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 furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender reculpts evidencing the payments.

Morrower shall promptly discharge any lien which has priority over this Security Instrument unions Morrowers (a) agrees in writing to the payment of the obligation secured by the lien of a marker acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of (f) 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 egreement astisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which by attain priority over this Security Instrument, Lender may give Morrower 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.

5. Nazard or Property Insurance. Morrower shall keep the improvements now existing or hereafter crected on the Property insured against loss 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Morrower subject to Lender's approval which shall not be unreasonably sithheld. If Borrower fails to maintain coverage described 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 renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Hornover shall promptly give to Lender all receipts of paid promises and renewal notices. In the event of loss, Burrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

In the event of a total tiking of the property, the process shall be applied to the same secured by this Security Instrument, whether do not him die, with any excess paid to be property in mediately before the 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the ovent 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 Lender officewise agree in writing or unless applicable tax 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 condemon offers to make an award or settle a claim for damages, Borrower falls 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 egree in writing, any application of proceeds to principal shall not extend an postpone the due data of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Bot Released; forbearance By Lender Not a Waiver. 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. Certain time for payment or otherwise modify amortization of the sums secured by this Security Interest 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 remedy 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 Lunder and Borrower, subject to the provisions of pregnaph 17. Borrower'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 fortigge, 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 summ secured by this Security Instrument; and (c) agree; that Lunder 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 toan secured by this Security-instrument is subject to a law which nets 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 energy the permitted limits, then: (a) any such it... charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums stready collected from Borrower which exceeded permitted limits will be refunded to Sorrower. Lender may choose to make this refund by reducing the principal ow.directer the Note or by making a direct payment to Sorrower. If a refund reduces principal, the reduction will by treated as a portial propayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivaring it or by mailing it by first class mail unless applicable tax requires use of another method. The notice shall be directed to the Property Address or any other address Borrow. designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address. Fated berein 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 Institutent shall be governed by federal law and the law of the law inicition in which the Property is located. In the event that any provision or leave of this Security Instrument or the Note conflicts with applicable law, such conflict shall not initial other provisions of this Security Instrument or the Note which can be given affect 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 Hote 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 Lander's prior written consent, Londor may, at its option, require ismediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lander if exercise is prohibited by federal law as of the data of this Security Instrument.
- If Lender 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 amilial 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.

Unless Lender and Borrover of hywice lends. In witing intrance projects must be applied to regretation or repair of the Property designed, 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 lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Sorrower. If Borrower chandons 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 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 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's 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 circum thices exist which are beyond forrower's control. Sorrower whall not destroy, damage or impair the Property, ellow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any for witurn action or proceeding, whether civil or criminal, is begun that in tender's good faith judgment could result in terfeiture of the Property or otherwise materially impair the item created by this Security instrument or Lender's security interest. Borrower may cure such a default and remainte, us provided in prograph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith discrimation, precludes forfeiture of the Borrower's interest in the Property or other material impaisment of the tien created by this Security instrument or Lender's security interest. Borrower shell also be in default if Corrower, during the loan application process, pave materially false or inaccurate information or statements to Lender (or falled to provide Lender Hith material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupacy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the 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 Tails 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 (suc' as a proceeding in bankruptcy, probate, 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 lights in the Property. Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying 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 co.

Any amounts disbursed by Lender under this paragraph 7 shall because additional debt of Bornber secured by this Security instrument. Unless Bornber and Lender agree to other terms of payment, these amounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon norice from Lender to Norrower requesting payment.

- 8. Kertagage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in offect, 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 nortgage insurance previously in effect, at a cost instantially 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 insurance coverage insurance premium being paid by Borrower when the insurance coverage impact or cased to be in iffect. Lender will accept, use and recain these payments as a loss reserve in the of mortgage insurance. The the amount and for the period that Lender requires provided by an insurance approved by Lender apain becomes available and is obtained. Surrower shall pay the premiums required to maintain mortgage insurance and in accordance with any united 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 uward or claim for damages, direct or consequential, in consection with any condemnation or other taking of any part of the Property, or for conveyance in Lieu of condemnation, are neceby assigned and shall be paid to Lender.

18. Borrower's Right Reinstan. If corrower help internal 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 other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any gover 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) cores 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 Berrower. 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.

20. Mazardous Syustances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Mazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affective 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 Mazardous Substances that are grantly recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give taker written notice of any investigation, claim, demand, lausuit or other action by any governmental or regulatory agency or private party involving the Property and any Hezardous 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 Bazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remodial actions in accordance with Environments (aw.

As used in this paragraph 20, "Hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and 'br following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticids and herbicides, votatile solvents, materials centaining sacestos 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 bealth, safety or environmental protection.

NON-UNIFORM COVENANTS, Burrower and Lender further covenant and agree as follows:

21. Acceleration; Kemedies. Lunder shall give notice to Borrower prior to acceleration following Borrower's breach of any covenent or agreement in this Secretly 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 ler, 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 wate of the Property. The notice shall further intorm Gorrower of the right to reinstate after acceleration and the right to assert in the forecleaure proceeding the non-existence of a default or any other defense of Borrow, r to acceleration and foractosure. If the default is not cured on ar before the date apecified in the notice, Nerder at its option may require immediate payment in full of all sums secured by this Security Indicurrent without further demand and may forbolose this Security Instrument by Judicial proceeding. Lenver ihall be entitled to collect all expenses incurred in pursuing the remedies provided in this pulligriph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon phyment of all sums secured by this Security instrument, Lender shall release tills. Security instrument without charge to Borrower. Dorrower shall pay any recordation costs.

25. Watver of Memorstand. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(a) were a part of this Security Instrument.

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ı)	V.A. RIDER	į	ì	Other(s) (specify)			

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I, the undersigned, a Notary Public in and for said cou	nty and state do hereby certify that
JOEL D MALKIN AND WENDY G MALKIN HUBBANS KED ⊋:FE	
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personally known to me to be the same person(s) wi foregoing instrument, appeared butore me this o	
foregoing loatrument, appeared butors me this (THEY aigned and delivered the amid instrument am IHEIR :	day in person, and acknowledged that free and voluntary act, for the uses
end purposes therein set forth.	, ,
Given under my hand and official Seal this COTM day of t	MOURIMEN A D. 1003
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Notary Public 😓	-
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This instrument was prepared by MORTGAGE CAPITAL CORPOR. 1920 N. Thoreau Drive Suite 161, Schaumburg, 11 60173.	Control State of Illippia
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111 E. KELLOGG BOULEVARD, SUITE 215	1/6
ET. PAUL NN 55101	0,
ATTN: LISA CHASE	

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