74-59-86

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 5th, 1993 The mortgagor is _

Maria and M

("Borrower"). This Security Instrument is given to

which is organized and existing and whose address is

HARRIS TRUST AND SAVINGS BANK under the laws of THE STATE OF ILLINOIS 111 WEST MONROE STREET CHICAGO, ILLINOIS 40445 Borrower owes Lender the principal sum of

Four Hundred Thomand and 00/100 Dollars (U.S. \$ 404 000.00

.). This debt is evidenced by Borrower's note deted the same date as this Security instrument December 1st, 1006

("Note"), which provides for monthly payments, with the full delt, if not paid earlier, due and payable on This Security Instrument occurs to London: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of it is Note; (b) the payment of all inher sums, with interest, advanced under paragraph 7 to protect the security of this purpose. Bertuwer does hard, mortgage, grant and convey to Lender the following described property located in COLK. Security Instrument; and of the performance of Borrower's covenants and agreements under this Security Instruments ent and the Note. For this

LOT 4 IN SUNSET ACKE SUBPLIFTON OF THE BOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2+, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COCE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-24-3-4-4-4

*Debra Lawrie is executing this mor "Gage solely for the purpose of waiving any AND ALL MARITAL AND HOMESTEAD RIGHTS.

FUSE FOR REGIRD

og movell associate

2375 DRURY LANE **NORTHYIELD** which has the address of (Clev) 60093 Illinois

Together with all the improvements now or kerestler exected on the property, and all easements, appoint across, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security last utwint. 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 any gage, grant and convey the Property and that the Property is urencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THE SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with finited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and entry prepayment and late charges due under the Note.
- and inverse on the debt evidenced by the Note and any prepayment and late charges due under the Note.

 2. Funds for Taxes and tenurance.

 Subject to applicable taw 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 situle 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 leazend or property insurance premiums; (d) yearly floud insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (l) 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 "Eacrow 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 escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2601 et sec. ("RESPA"), unless another law that applies to the Funds sats a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the endown of Funds due on the basis of current data and reasonable estimates of expenditures of future flacrow 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 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 nade or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family - Fannie Mar/Freddle Mac UNIFORM INSTRUMENT

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If the Fifth's held by Lander 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 Rems when due, Lender may so notly 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 mosthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refused to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall sequire 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 Lender under paragraphs 1 and 2 shall be applied: first, so 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 mader the Note.
- 4. Charges; Liene. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may estain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower mixes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies is a menner acceptable to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the sufocceptant of the lies; or (c) accurate from the holder of the lies an agreement astisfactory to Lender subordinating the lies to this Society Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lies 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 crected on the Property Insured against lose by fire, he and included within the term "extended coverage" and any other hazards, including fluods or flooding, for which Lander requires insurance. This insurance shall be excitatined in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance of any is chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage use critical above, Lender may, at Lander's option, obtain coverage to protect Lander's rights in the Property is accordance with paragraph 7.

All insurance policies and ver wals shall be acceptable to Lender and shall include a standard mortgage clause. Lander shall have the right to hold the policies and relew is. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Forriwer 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 otherwing gree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if "the restoration or repair is occurred by feasible and Lender's security is not issuence. 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 the insurance exciser all to Borrower. If Borrower obandons the Property, or does not service within 30 days a notice from Lender that the insurance cerrier are of fered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums escured 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 2000 mage 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: Bernswer's Lean Application; Leanchelds.

 Borrower's principal residue, within any days after the exacution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residue. For the least one year after the exacution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residue. For the least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhem, of unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property of low the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, who are civil or criminal, is began that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair he den created by this Security Instrument or Lender's security interest. Borrower as a cutton or proceeding to be disminated with a ruling that, in Lender's good faith determination, precludes forfeiture. Terrower is interest in the Property or other meterial impairment of the lien created by this Security Instrument or Lender's security interest. Terrower is last also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or stateme as to Lander (or falled to provide Lander with any material information of the lense. If Borrower sequires fee title to the Property, the leaseshold and the fee the commercial comply with all the provisions of the lense. If Borrower sequires fee title to the Property, the leaseshold and the fee the control of the lense. If Borrower sequires fee title to the Property, the leaseshold and the fee the control of the lense. If Borrower sequires fee title to the Property the leases to the lense. If Borrower sequires fee title to the Property of the Proper
- 7. Protection of Lander's Rights in the Property.

 If Sorrower fails to perform the coverer a and agreements constained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Poperty (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and (a) for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying mans accurately a lient which has priority over this Security Instrument, appearing in count, paying reasonable afformacy fees and entering or 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 Borrower accused by this Security Instrument. Unless Borrower and Lander agree to other terms of payment, these amounts shall bear interest from the delegated disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- B. Mortgage Lawrence. If Lender required mortgage insurance as a condition of making the lean secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in affect. If, for any reason, the rawrings insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the promiums required to obtain coverage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfish of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and rotain these payments as a loss reserve in tieu 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 shell 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.
- 16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, is 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.

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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 Lander 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 balence shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and 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 condemnor 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 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. Berrewer Net Released; Ferbearance By Lander Net a Walver.

 Extension of the sums secured by this Security Instrument granted by Lander to any successor in interest of Borrower shall not operate to release the Itability of the original Borrower or Borrower's successors in interest. Leader shall not be required to commence proceedings against any successor or in interest or 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 Leader in exercising any right or randy shall not be a weiver of or preclude the exercise of any right or randy.
- 12. Successor. Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and one it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements that is joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:
 (a) is co-signing this Security Instrument; (b) is not persocially obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, morely, fortear 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 would 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 law, 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 possibled limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making / direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment case to index the Note.
- 14. Notices. Any notice to Borrower provided for a this Security Instrument shall be given by delivering it or by meiling 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 Lander. Any notice to Lander 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 Lander 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 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 and the provisions of this Security Instrument and the Note are decir-at to be severable.
 - 16. Borrower's Copy. Borrower shalf be given one conformed copy of the Not and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any fact of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a rainful person) without Lender's prior written somests, Lander may, at its option, require immediate 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 date 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 data the notice is delivered or shalled 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 remodies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Sorrower's Right to Relastate. If Borrower meets certain conditions, Borrower shall have the right to his conforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable ter, may specify for reinstatement) before sels of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry (fa adgment enforcing this Security Instrument. Those conditions are that Barrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had cocurred; (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 bins 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 affective 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 tines 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 costain any other information required by applicable law.

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29. 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 sayons size to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two seniences 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.

Burrower shall promptly give Leader written notice of any investigation, claim, demand, lawselt 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 petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing substace or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means follers! have and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIPORM 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 Berrower prior to acceleration following Berrower's breach of any covenant or agreement in this Security Instruments (but not prior to acceleration under paragraph 17 unless applicable law provided etherwise). The notice shall specify (a) the default; (b) the action required to care the default; (c) a data, not into that 30 days from the date the notice is given to Berrower, by which the default smust be cared; and (d) that failure to care the default on or helion the date specified in the notice may result in acceleration of the sums secured by this Security Instruments, foreclessure by judicial to meert in the fore x-were preceding the non-existence of a default or any other defaunc of Berrower to acceleration and foreclessure. If the x-far it is not cared on or before the date specified in the notice, lender at its option may require immediate payment in full of all sense recard by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Leader shall be entitled to collect all expresses incurred in paragraph 21, including, but not kind on to, reasonable attorneys' fees and costs of title evidence.

22, Release. Upon pure 2 of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall gay any recordation costs.

23. Waiver of Homestond. For ower waives all rights of homestead exemption in the Property.

CHICAGO, ILLINOIS 60603

34	. Riders to this Security Instrument.	one or more riders are executed by Borrower and reco	erded together with this Security
instrument,	of this Security Instrument as if the rider(s) with	er shall be incorporated into and shall amend and supplies a new of this Security Instrument.	indicate one coverings and
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!	Adjustable Rate Rider	Condominium Rider	A
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,	Balloon Rider	The water was	TTI SACKIN MANIE MINE!
J	Other(s) [specify]	' 🔿	
BY	' SIGNING BELOW, Borrower accepts and agouted by Borrower and reported with it.	groce to the terms and covenants contained in this Se	curity limitrument and in any
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Signed, seal	led and delivered in the presence of:	46.1	,
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		HENRY LAVISIE, JR	-Borrower
		Social Socurity Nur ber 335	- 36- 3547
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that HE	enry Lawrie, Jr. Married to Debra	LAWRIE	
		personally known to me to be th	e same person/s) whose same(s)
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	o the foregoing instrument, sppeared before me		· · · · · · · · · · · · · · · · · · ·
	felivered the said instrument as Cheir		nes and phyposes therein set forth.
Oit	ven under my hand and official seal, this 🧪 🦯	Sth day of November, 1993	(/~/) 700
	(Lumsta 11	1/ BUITO
My Commis	ion Expires:	THORUNG U	- Comment
		Mines States	
This lastner	ent was prepared by: DEBRA A. DEL	ANEY	
Return To:	HARRIS TRUST AND SAVINGS BANK	, , , , , , , , , , , , , , , , , , ,	~
PAMIN 10:	111 WEST MONROE STREET	"OFFICIAL SEAL"	(

Juanita A. Smith Notary in blic, State of Illinois Per

My Commission Expires 1/20/95

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