UNOFICIAL COPY LOAN Number: 4501997

1274499 Com front haid by Lunder, topather with thine incontry invisiting the majority and color of the doctor of the second THIS MORTGAGE is made this age a 28th age day of since this Mortgages 1993 is the same between the Mortgages and JOSEPH M. CLARKE HEAND MARSHAR. CLARKE MIS WIFE JOINT TENANCY: SERVING TOUR BUT HELD AND AND THE SERVING TOUR BUT HELD AND THE SERVING TOUR BUT HELD AND THE SERVING THE SERVI (herein "Borrower"), and the Mortgages in and to EquiCredit Corporation of Mineten property of the recent in assembles Bostawes shad pay to Labiter any brooms successing to exist up to a ciefulancy in one 10 East 22nd Street - Ste 204 a corporation organized and existing under the laws of illinois whose address is LOMBARD, ELINOIS 60148 mad yets reasonable of unules vitament lists report, acaditors untited persons amount the therein Leadersh much constraint to mount the imposity is sold in the Asiparty is utherwise audition by Locute. Locute count supply, no later than immediately from the Whereas, Borrower le Indebted to Lender in the principal sum of U.S. Standards and 44,000,00 colosions on yowhich indebtedness lawy or and extensions and renewals thereof (herein: Note:) November 26, 1993 evidenced by Borrower's note dated providing for monthly installments of principal and interest; with the balance of indebtedness, if not secons; paid, due and payable on a transfer to December 14:2008 represent the form ownered yet rebrest of studying entering to treatly determined a militarity of the line of the formation to treat the first of the first o seems players and the Moter and hims to the principal of the Male. To Sebura to Lender the repayment of the indebtedness evidenced by the Note, with interest the constitution among the payment of all other sums. The sebura to the constitution of the indebtedness evidenced by the Note, with interest the constitution of all other sums. with interest thereon; advanced in accordance herewith to protect the electrity of this Mostgage) and the performance of the covenants and most agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lander; the following described property is a located in the County of art of GOOK con treasure of an amount of the County of art of the County of is day any due and navable Propyry Taxes, Lemier may, in its sole dismining day such charges and add the sa THE NORTH 1/2 OF LOT IS AND LOT 19 (EXCEPT THE NORTH 6 FEET THEREOF) IN BLOCK 25 I'- COTTAGE GROVE HEIGHTS ADDITION, A SUBDIVISION IN SECTION 11, TOWNSHIP 1/ NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILL PACIS. thatig bppN#: 25-11-203-086. And and the contract of the four towards and the about the antique and pulliform the nontraction of the contraction o and bu superconductive addressed. In the overal fluencial tests to make an extrant research for the edition sembling substituted to Sidistrophilipses, to compass oved Lapper to premise of an head and temples which may have planty and Us him's religion to the gardenty. Leather may, in as asia describe, obtain the course or an account to the gardens as made as me gardens. yo bearing that will be to some tentile and the measurement of the period of the perio with a two widen has oftenily over this Mortgage. to the event of they. Boriover shall give prompt parice to the insurance carner of a mode that the many indicate to the state of the st 🛶 prangny ny mortower 🏲 it við Frapathy is anandereidt by Berrawer, til ti Bonúwer falls to respond to ca visa artha 30 onys and it a nam noble is pedjed by Lenger to 🧲 Parlower that the increases cacies offers to settle is visit for insurance, benearly, because of automored to receipt not apply the increases project provinces is sistion eliter to restrain an impair of the Property a to the sums consecuted by this Margoge.

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If thuro, will be to , whom the researts and any tends? contained in this thirtigage, or dany action in processing is currenced which materially since a Lender greater of ("eserbb viriager" niesen) and increased the contract of the second of the contract of the contract of the contract of the process of the contract of th systön, spisch is Bormer, rödy-nydde fer signeddares, disburd sons heistog wasondda daret 😝 Colo tera garet Together with all the improvements now or hereafter erected on the property, and all season at , o, rights, appurisonances and rents, all of these which shall be deemed to be and remain a part of the property covered by this Modgage; and all of the foregoing, together with said most property (or the leasehold estate if this Mortgage is on a lessehold) are hereinafter referred to as the fire 7.7.7, horse space in anti-single of the horse hold. Bonower boverants that Borrower is lawfully selzed of the setate hereby conveyed and has the right to mortgage, grant and convey the very Property; and that the Property is unencumbered; except for encumbrances of records Borrower coverants of at Borrower warrants and will be a defend denerally the title to the Property against all claims and demands; subject to ensumbrances of recording a work of release and sollies avances of that way not in the ander. UNIFORM COVENANTS. 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 plant of and interest at 3 on the debt evidenced by the Note and any prepayment/late/bharges and other charges due under the Note and any prepayment/late/bharges and other charges due under the Note and any prepayment/ 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by kender, Sorrower shall pay to Linder on the day :) .9 monthly payments of principal and interest are payable under the Note; until the Note; larged include a sum (hazeln "Funda") and to one constitution in the Note; larged include a sum (hazeln "Funda") and to one constitution in the Note; larged include a sum (hazeln "Funda") and to one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the one constitution in the Note; larged include a sum (hazeln "Funda") and the Note; larged twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if small which may attain a rest priority over this Mortgage and ground rents on the Property/H any; plus one-twelths at yearly premium installments in characteliments in the property of any; plus one-twelths at yearly premium installments in characteliments. plus one-twelfth of yearly premium installments for mortgage insurance, it any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereofal Borrower shall not be obligated to make such payments of a second payments o Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage on deed of trust if such holder is an sour deputernance made by the prignal Borrower and Borrower's successors in interest. Any imbrances by Lander in exercising the fall lighterial If Borrower pays Funds to Lender, the Funds shall be held-in an institution this deposits or accounts of which are insured or guaranteed by a characteristic of the control Federal or state agency (including bender if Lender is such an institution) Clerides shall apply the Funds to pay said taxes, assessments at a insurance premiums and ground rental Lender may not charge for so holding and applying the Eunder analyzing said account or verifying the and compiliting ealid assessments and bills, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make a compiliting such witcharge: Borrower and Lander may agree in writing at the time of execution of the Mortgage that interest on the Funds shall be paid agree to Bombwer, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pays and Borrower any Interest of earnings on the Funds, shall give to Borrower; without charge, an annual accounting of the Funds showing as a credits and debits to the Funds and the purpose for which each debit to the Funds was made althe funds are pledged as additional security. for the sums secured by this Mortgage.

Page 1 of 4

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ूं में the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, incurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to

Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one

or more payments as Lender may require.

Upon payment in full of all sunts secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a cradit against the sums secured by this Mortgage:

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts psyable to Lender by Borrower under paragraph 2 hereof, then to

interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes; assessments and other charges, finns and impositions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. In the event Borrower fails to pay any due and parable Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the in secured by the Security instrument on which interest shall accrue at the contract rate set forth in the Note.

5. Hazard insurance. By cower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire. hazards included within the turn "extended coverage", and such other hazards as Lender may require and in such amounts and for such

periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. In the event Borrower falls to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebted was, fees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Security instrument on which interest shill a x a at the contract rate set forth in the Note. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals mere of, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice of the insurance carrier and Lender. Lender may make proof of loss if not made

promptly by Borrower. if the Property is abandoned by Borrower, or if Borrower fails to far pand to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for injurance henefits, Lender is authorized to collect and apply the insurance profesds at Lender's option either to restoration or repair of the Prope ty or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Conduction arms; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairtue to deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covernme creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit divelopment, and constituent documents.

7. Protection of Lender's Security. If Borrower falls to perform the covenants and accoments contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property (Including without limitation), then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including assonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a or rection of making the loan secured by this Mortgage; Sorrower shall pay the premiums required to maintain such insurance in effect unit with time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, stall prooms additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such impounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, previo o that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lendar's interest in the Pionerty.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any confirmation or other taking of the Property; or part thereof, or for conveyance in lieu of condomnation, are hereby assigned and shall be paid to Leftier, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10, 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the term: of this Mortgage or the Note without that Borrower's consent and without releasing that Sorrower or modifying this Mortgage as to that Borrower's interest in the Property.

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- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Morigage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified with the bander's address stated herein of to such other address as Lander may designate by notice to Borrower as provided herein.

 Any notice provided for the this Mortgage shall be desired to have been given to Borrower or Lander when given in the manner designated assess. herein.

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- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision; and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed-copy-of-the Note and of this Mortgage at the time-of-execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply jabor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Top erty or a Beneficial interest in Biotrower 30 Wall of Value Property or an interest therein is sold or transferred by Borrower for if a beneficial interest in Biotrower is sold or transferred by Borrower for if a beneficial interest in Biotrower is sold or transferred by Borrower for if a beneficial interest in Biotrower is sold in Biotrower in not a natural person or persons but is a corporation, partnership, in any other legal entity) without Linder's pilot willian devisent subbiding (a) the creation of a lien or encumbrance subordinate to this Security into the property. (b) the creation of a purchase microwy security into the property in the property
- If Lender exercises such option to accordance with paragraph 12 hereof.

 Such notice shall provide a period of not less than 30 days from the date the notice is malled within which Borrower may pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borro ver a uses to be submitted to Lender information required by Lender to evaluate the transferse as if a new idean were being made to the transferse; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreemer (in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment? The interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5), the transferse work and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reason. The security Instrument, as modified if required by Lender. Borrower will continue to be obligated under the Note and this Security Instrument, unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agrice purposes.

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, up in Florrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums as used by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in an eleration of the sums secured by this Mortgage foreclosure by judicial proceeding, and sale of the Property. The notice she's the inform Borrower of the right to reinstate 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 breach is not cured on or before the date specifier in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by Judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and the reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, due to Sorrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any unit, prior to the entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be than due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the povertients of Borrower of not jed in this Mortgage, and in enforcing Lender's remedies as provided in paragraph, 17 herest, lockeding, but not limited to, reasonable expenses and (d) Borrower takes such action as Lender may reasonably require to severe the the lien of this Mortgage, Lender's Interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Lipon such payment and outred by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable collect and retain such rents as they become due and payable collect.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rente of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collected or related to receiver shall be experience on receiver's bonds and responsible attorneys' fees, and then to the sums section by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mongage, Lender shall release this Mongage without phange to Borrower. Borrower, shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower hereby waives all rights of homestead exemption in the Ptoparty/(日本 20日本書館の2

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	I TORRENCE LRILEY, a Notary Public in and for said county and state, do hereby certify that	7
	JOSEPH M. CLARKE III AND MARSHA R. CLARKE HIS WIFE JOINT TENANCY, personally	. `
	known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before methis day in person, and acknowledged that they signed and delivered the said instrument as their free	5
	voluntary act, for the uses and purposes therein set forth.	
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	Given under my hand and official seel, this 28th day of November, 1993.	
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	TORRENCE L. RILEY	
	NOTARY PUBLIC STATE OF ILLINOIS	
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EquiCredit Corporation of Illinols 10 East 22nd Street - Ste 204 LOMBARD, ILLINOIS 60148

Please return to:

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Notary Public TORRENCE LRILEY