93024382

4405

(Space Above This Line For Recording Date)

J. HULAK

MORTGAGE

THIN MORTGAGE ("Medurity Instrument") is given on DECEMBER 31

92. The mortgage 1- LEONARDO OROZCO AND MARIA OROZCO, HIS WIFE

FORMERLY KNOWN AS DAVID CRUZ ("Surrower"). This Medurity I

MIDWEST BANK IN) TRUST ("M. O , which is orguent the laws of ILLINOIS). ("Borrower"). This Medurity Instrument is given to , which is organised and existing under the laws of ILLINOIS , and whose address is 501 W. NORTH AVENUE, MELROSE PARK, ILLINOIS 60160

Softwar over Lender the principal 'um of FIFTY-SEVEN THOUSAND TWO HUNDRED AND 00/100 *****57,200.00). This debt is evidenced by Borrower's note Dollara (U 5. \$ dated the same date so this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUPPS 1 , 2023 This Security Instrument secures to Lender: (a) the repsyment of the delt 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 security of this Security Instrument; And (a) the performance or 20, Tower's occurants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby warrage, grant and donvey to Lender the following described property COOK logated in

LOTS 1 AND 2 IN BLOCK 19 IN H.O. TONE AND COMPANY'S WORLDS FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1929 AS DOCUMENT NO. 10262949, IN COOK COUNTY, ILLINOIS.

Clerk DEPT-01 RECORDING

T#5555 (RAN 5291 01/11/93 15:42:00

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COOK COUNTY RECORDER

PERMANENT TAX ID. 15-04-116-048 AND 049

1676 N. 40TH AVENUE which has the address of 60165

("Property Address");

[Sip Code]

STONE PARK

TOGETHER WITH all the improvements now or heresiter erested on the property, and all essements, appurtenences, and fixtures now or hereafter a part of the property. All replacements and additions shall also be dovered by this fedurity Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully swieed of the estate hereby conveyed and has the right to mornigage, grant and convey the Property and that the Property is unancumbered, except for encumbrances of record. Borrower variants and will defend generally the title to the Property against all claims and demands, subject to any enquabrances of record.

THIS EXCURITY INSTRUMENT combines uniform devenants for national use and non-uniform devenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Femily--

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Farm 3014

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Property of Coot County Clert's Office

130241.83

UNIFORM COVENANTS. Borrower and Lender dovement 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, Sorrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Junde") fors (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 rente on the Property, if any; (c) yearly hasard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Dorrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Secrew Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lander for a federally related mortgage loan may require for Borrower's eacrow account under the federal Real Secte 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. I fee, 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 detimates of expenditures of future Hedrow 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 Len'er 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 regulare Borrower to pay a one-time charge for an independent real satate tax reporting services 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 pid Lender shall not be required to pay Borrower may interest or earnings on the Funds. Borrower and Lender may agree in writing, hower, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged to additional security for all sums recurred by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Becrow I'em when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to rake up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretic...

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds beld by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Becurity Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; ind last, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, accessments, charges, fines and impositions 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 manner provided in paragraph 2, or if no, paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnit, 'I bender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrowers (a) agreed in writing to the payment of the obligation secured by the lien in a manner scoretable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which the Lender's opinion operate to prevent the suforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Livia. 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. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected 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 empirite and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Unit's 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, Borrower shall promptly give to the der all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance darrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Londer and Sorrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is accountable accounting feasible or Lender's accurity feasible and Lender's accurity is not issuended. If the restoration or repair is not economically feasible or Lender's accurity would be lessaned, the insurance proceeds shall be applied to the sums amounted by this Security Instrument, whether or not thun due, with any excess paid to Sorrower. If Sorrower abandons the Property, or does not answer within 10 days a notice from Lender that the insurance carrier has offered to actile a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums accured 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
issuediately 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 geourity 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 dirousstances exist which are beyond Borrower's control. Sorrower 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 sould result in forfeiture of the Property or otherwise materially impair the lien created by this security Instrument or Borrower may ours such a default and reinstate, as provided in paragraph 16, by causing the Lender's security interest. 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 orested by this Security Institutent or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inadvurate information or statement to Lender (or failed to provide Lender with any material information) in sunnection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's compandy of the Property as a principal residence. If this Security Instrument is on a lessehold, Burrower 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 CREENDER'S RIGHTS IN THE PROPERTY. It Borrower fails to perform the covenants and agressents contained in this secretiv Instrument, or there is a legal producting that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), than 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 casting any nums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable at or ay's fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lender does not have to do so.

Any amounts disbursed by hand, under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Gerder agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and enel) be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. It Lender required mortgage insurance as a condition of making the loan secured by this security Instrument, Sorrower shall pay he presiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender Impact or deason to be in effect. Borrower shall pay the pramiums required to obtain coverage substantially equivalent to the mortgage insurance praviously in effect, from an afternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage in not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage inversore prumium buing paid by Horrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and relain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the purion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer proved by Lender again becomes available and is obtained. Sorrower shall pay the promiums 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
- 9. INEMECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Barrower notice at the time of or prior to an inspection specifying incomple cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for dime st, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyer as in lieu of condemnation, are hereby assigned and shall be paid to Londer.

In the event of a total taking of the Property, the promeds whall be splied 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 eq. all 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 provide 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 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 the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or the taking or not the sums are then thus.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the contembor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the deto the notice is given, Lender is authorised to collect and apply the proceeds, at its option, either to restoration or repeir of the Property or to the sums senured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to dommenus 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 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 governants 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. Borrower's coverants 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 decurity 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 accured 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 con-

ment.

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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 so that the interest or other loan charges collected or to be addinated 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 aiready gollected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment 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 law requires use of another method. The notice shall be directed to the Property Address or any other address sorrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address, stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be desmed to have been given to Surrower or Lender when given as provided in this

paragraph.

13. 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 Mote 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.

18, BORROWEF \$ COPY. Borrower shall be given one conformed copy of the Hote and of this descrity Instrument.

17. TRANSFER OF THE PROPERTY OR A SENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or cansferred (or if a haneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Learer's prior written consent. Lender may, at its option, require immediate payment in full of all sums around by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date or this Security Instrument.

It Lender exercises this porting, Lender shall give dorrower notice of acceleration. The notice shall provide a period

If Lender exercises this botin, Lender shall give Sorrower notice of acceleration. The notice shall provide a period of not less than 10 days from the 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 Burntwer.

18. BORROWER'S RIGHT TO REINST//E

If sorrower meets certain conditions, Sorrower shell have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier off; (a) 5 days (or such other period as applicable law may specify for reinstatement; of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment en ording 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 concurred; (b) cures any default of any other covenants or a resonable stops; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable actors; (e) feee; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, necessary rights in the Property and Sorrower's obligation to pay the same secured by this Security Instrument shall continue underinged. Upon reinstatement by Sorrower, this Security Instrument and the obligations secured hereby shall remain fully effective as 1; no acceleration had occurred. Nowever, 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 is a partial interest in the Note itagether with this Security Instrument) may be sold one or more times without prior notice to forcower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due ""is the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of 'a" Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with payingsh 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

noncain any other information required by applicable law.

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

Borrower shall promptly give Lender writton notice of any investigation, plaim, demind, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hasardou; substance or Havironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental equiatory authority, that any removal or other remediation of any Hasardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

We used in this paragraph 29, "Hasardons Substances" are those substances defined as toxic or lawrdons substances by Servicemental Law and the following substances: gasoline, kerosens, other flammable or toxic petrole a products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos or formaldehyde, and radioactive entries. As used in this paragraph 20, "Mavironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further povenant and agree an follows:

21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to modeleration following Borrower's breach of any dovenant or agreement in this Security Instrument (but not prior to adoeleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to dure the default; (c) a date; not less than 30 days from the date the notice is given to Borrower, by which the default must be dured; and (d) that failure to dure the default on or before the date epocified in the notice may result in addeleration of the sums secured by this Security Instrument, foredlosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after addeleration and the right to assert in the foredlosure proceeding the nonexistence of a default or any other defense of Borrower to addeleration and foredlosure. If the default is not dured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Becurity Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to sollect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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22. RELEASE. Upon payment of all a Instrument without charge to Borrower. Borrow	nume secured by this Security Instrument, er shall pay any recordation costs.	Lender shall raises this Megurity
23. WAIVER OF HOMESTEAD. SOTTONET	waives all right of homestead examption in	the Property.
24. RIDERS TO THIS SECURITY INSTRUMEN this decurity Instrument, the doverants and ag supplement the povenants and agreements of this		porated into and shall amend and
[Chaok applicable box(es)].		
() Adjustable Mate Aider	() Gondominium Rider	() 1 = 4 Family Hider
[] Graduated Payment Rider	[] Planned Unit Development Rider	Biweekly Payment Rider
() Salloon Rider	[] Rate Improvement Ridex	() Second Home Rider
() Other(a) (apedity)		
BY SIGNING BELOW, Fortower accepts and cany rider(s) executed by Fortower and recorded	agrees to the terms and governants contained with it.	in this Security Instrument and in
Witnesses:		
Q _A	1/1	7
	DEONARDO OROZGO	Borrower
	Boolal Beourity Number	339-79-9064
. 9	main Banco	(1991)
	MARIA OROXCO	339-78-8787
	F/K/A DAVID CRUZ	Borrowst
	0,	BOLEOWAK
	page Delow This Line for Acknowledgment)	
	MAIL TO:	
APX MORTGAGE SERVICE:	s INC	
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Notary Public, State	1185 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Y COMMISSION EXPIRES: NOIS COMMISSION	- The state of the	(SEAL)

THIS INSTRUMENT WAS PREPARED BY: J. HULAN

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