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DEPT-01 RECORDING

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MORTGAGE

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COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on November 27 The mortgagor is R. JOEL GREENE & MARY ANN GREENE, HIS WIFE November 27th, 1892

MAJESTIC MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS

"Borrower"). This Security Instrument is given to which is organized and equating

THE STATE OF ILLINOIS under the laws of THE STATE OF ILLINOIS 60060

and whose address is ("Lender").

Berrower owes Lender the principal cum of One Hundred Three Thousand and 00/100 100,000,00

D. This debt is evidenced by Borrower's note dated the same date as this Security institution with the full debt, it not paid earlier, due and pavable on January 公民 2023

("Note"), which plovides for monthly payments, with the full debt, it not paid earlier, due and payable on January 2018 2008 and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (1) be performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does by retly mortgage, grant and convey to Lander the following described property located in COOK County, Illinois.

SEE ATTACHED

Dollars (U.S. \$ _

PIN#09-27-115-054,VOL: 84

LOT 1 IN ROMAN SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTH : ACRE OF THE NORTH 2 ACRES OF THE EAST 1/2 OF THE SOUTH 1 THE SOUTH 8 ACRES OF THE FOLLOWING DESCRIBED TRACT: THE EAST 9.971 CHAINS OF THE NORTH 1.26 CHAINS OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SICTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY, ILLINOIS.

which has the address of		831 PARK WOOD AVENUE	<u> </u>	PARK RIDGE
00000	Washington and Salah	[Street]	0	{City}
IIIIIOIS -	2 Code	("Property Address");	-/-/-	-

Together with all the improvements now or hereafter erected on the property, and all easen at its, appointenances, 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 "Froperty".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has he right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower with and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants of a limited 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; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lion 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in liou 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. SS 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an Institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually 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 tex reporting service used by Lender in connection with this loan, unless applicable law provides atherwise. Unless an agreement is made or applicable lew requires interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

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

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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 Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Florower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender paragraph 21, Lender shall acquire or sail 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 Londer 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; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may aftain 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions sat forth above within 10 days of the giving of notice.

5. Hazz C or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, notated included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lander requires limit arice. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower tails to maintain coverage to protect Lender's rights in the Property in accordance with paragraph.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Londer shall have the right to hold the policies and Anewalis. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss Borrower 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 Borrow of otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is accommically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security with a bessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has officred 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 to writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs: 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 proceds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sures secured by this security instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protect! in oil the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal and shall continue to occupy the Property as Borrower's principal and shall continue to occupy the Property as Borrower's principal and shall continue to occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably wit hold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, demage or impair the property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially input the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes finiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default. If Borrower, during the loan application process, gave materially lates or inaccurate information, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the file title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the core in its and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or farteliture or to enforce laws or regulations), then Lender may do and pay for whatever is nocessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include on the property and Lender's rights in the Property. Lender's actions may include on the property and Lender's rights in the Property. Lender's actions may include on the property and Lender's rights in 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 Borlower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest for the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan serured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to of acid coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in fleu 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 shall 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.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Form 30/4) 9190 (page 2 of 4 pages) Initials

Proporty of County Clork's Office

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 Socurity Instrument immediately before the taking, unless Borrower and Linder 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 bilance shall be paid to Borrower. In the event of a partial taking of the Property in which the lair 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 postbone 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 Walver. 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 commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of timy demand made by the original Borrower or Borrower's successors in interest. Any forboarance by Lender in exercising any right or remedy, shall not be a walver of or preclude the exercise of any right or remedy.
- 12, Successors an i Assigns Bound; Joint and Several Liability; Co-algners. The covenants and agreements of this Security Instrument shall bind and Level's the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements to the provisions of paragraph 17. Borrower's covenants and agreements to the joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is eximpling this Security it so mont only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, no dity, 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 loan se sur of 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 of er loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reture a unit measure to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by trucking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prephymen of area under the Note.
- 14. Notices. Any notice to Borrower provided for in his Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lunder 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 ligit which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are secured to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Notice 1 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 cultural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender 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 date the notice is delivered or mailed within which Borrower must pay all sums sock rid by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies purposed by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to bride enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applier of law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) erm; of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants 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 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 contain any other information required by applicable law.

Form 3014 (190 (page 1)91 4 pages)

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Droperty of Cook Collins, Clerk's Office

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, not allow anyone else to do, anything 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 recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit 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 asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental law". tal protection.

NON-UNIFORM 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 Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the 10-secious proceeding the non-existence of a default or any other defanse of Borrower to acceleration and foreclosure. If 10 d fault is not cured on or before the date specified in the notice, lender at its option may require immediate paying in full of all sums secured by this Security instrument without further demand and may toreclose this Security instrument by juducial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not 1 miles of a reasonable attorneys fees and costs of title evidence.

22. Release. Upon payr ant of all surns secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall play any recordation costs.

Purrower waives all rights of homestead exemption in the Property.

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24. Riders to this Security Instrument	If one or more riders are executed by Borrower and recorded together wit such rider shall be incorporated into and shall amend and supplement the	th this Security covenants and
agreements of this Security Instrument as if the rider	() were a part of this Security Instrument.	,
[Check applicable box(es)]	Condominium Rider 1-4 Family Rid	dor
Adjustable Rate Rider	F	•
Graduated Payment Rider	L , ranned Unit Development Rider	nent Riger
Balloon Rider	Second Home	Rider
Other(s) [specify]		•
DV SIGNALIC RELOW Restaura accente ar	of across to the is my and covenants contained in this Security Instrume	ons of bos tos
rider(s) executed by Borrower and recorded with it.	nd agrees to the terms and covenants contained in this Security Instrume	
Signed, sealed and delivered in the presence of:		• '
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- James Age	R. VOBLEP CENE	(Sgai)
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	Social Security Ni mber	
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		(Seal)
		-Borrower
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Space	Below This Line For Acknowledgment	
STATE DE LIANS	County ss:	_
"A Made Deside,	a Notary Public in and for said county and state do	hereby certify
that Keel News Cons	of Theren was breeze hudous	
40	personally known to me to be the same person(s) w	hose name(s)
subscribed to the forst applications from the subscribed to the forst application and the subscribed to th)
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Given under my thind and official seal, this	2 Hoge flatalle NA 1759	
My Commission Expires:	Hender & Ster	
	Notary Public	
This instrument was prepared by: GALLAGHER F	FINANCIAL	
	TION, ITS SUCCESSORS AND/OR ASSIGNS	
309 NORTH SEYMOUR MUNDELEIN, ILLINDIS 60060	S COLUTE SANDER	
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