UNOFFICIAL COPY

93154661

0020009118

[Space Above This Line for Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 24TH, day of FEBRUARY, 1993. The mortgagor is JAMES W O'BRIEN AND JUDITH A O'BRIEN HUSBAND AND WIFE

f"Borrower") This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesota, and whose address im 111 E. KELLOCO BLVD., ST. PAUL MN 55101,

("Lender"). Borlower owes Lender the principal sum of

ONE HUNDRED FOUR THOUSAND AND

NO/100 DOLLARS (". . .) 104,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first day of MARCH, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions 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 (c) the performance of Borrower's covenants and agreements under this Security Instrument and the love. For this purpose, Borrower does horeby mortgage, grant and convey to Lender the following described property located in COOK County, Tilinois:

THE SOUTH 40 FEET OF THE NORTH 80 FEET OF LCT 3 IN BLOCK 5 IN CUNN'S SUBDIVISION OF THE EAST 70 ACRES OF THE NUMBER 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

. DFAT-11 RE(DRD. 1 . 140011 TRAN 8844 03/02/93 12:38:00 . 44589 + *-93-154661 couk county recorder

PIN # 24-14-203-034

which has the address of 10330 S HOMAN AVENUE, (Street)

CHICAGO [City]

("Property Address");

Illinois 60655-(Wip Code)

TOGETHER Will all the improvements now or heruniter erected on the property, and call easements, appurtenances, and Carunes now or hereafter a part of the property. All replacements and additions shall also be powered by this Security Instrument, 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 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY (NSTRUMENT combines uniform coverants for national use and non-uniform coverants, with Halted variations by jurisdiction to constitute a uniform security instrument obvering real property.

ILLINOIS-Single Family-Facnic Mac/Fredddie Mac UNIFORM INSTRUMENT

B0733.2

CLDOC927 (03/92)

DC 28686

UNITION COVENANTS. Berrower Brattende to e mit and agree a sottone.

t, Payment of Principal and Interest; prepayment and title Charges, becomes shall promptly pay which due the principal of and interest on the debt evidenced by the Note and any prepayment and tare 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 to full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly (corehold payments or ground rents on the property of army; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mentgage insurance premiums, if any; and (f) any sims poyable by Borrower to Lender, in accordance with the provisions of paragraph à, in lieu of the payment of mortgage insurance premiums. These items are called "Escraw 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 escraw account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section \$2501 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 Escraw 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) on in any Federal Rome toam bark. Lender shall apply the funds to pay the Escrow Items. Lender may not charge Borrower for briding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, paiess ander 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 made or applicable law requires interest to be paid, lender shall not be required to pay Borrower any interest or earning, or the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without change, an annual accounting of the Funds, socking credits and societs to the Funds and the purpose for which each debit to the Funds was made. The Funds are briedged as additional security for all sums secured by this Security Instrument.

If the funds held by Lender exceed or amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in an eldance with the requirements of applicable law. If the amount of the funds held by Lender at any tire is not sufficient to pay the Escraw Items when due, Lender may an notify Borrower in writing, and, in such has Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the devictions in a more than twelve monthly payments, at Linder's cole discretion.

Upon payment in full of all sums secured by this Sicurity Instrument, tender shall promptly refund to Bourower may Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, tender, prior to the acquisition or sale of the Property, hall 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 cherwise, all payments received by tender under managraphs 1 and 2 shall be applied: first, to any prepayment ranges due under the Note; second, to assumts payable under paragraph 2; third, to interest due; fourth, to or notical due; and last, to any late charges due under the Note.
- 4. Charges; tiens. Borrower shall pay all taxes, assessments, charger fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leastheld payments or ground rents, if any. Borrower shall pay these obligations in the man or 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 recovers evidencing the payments.

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner receptable to Lender; (b) contexts 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 life; or (c) records the holder of the Free an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Freeerty is subject to a Gen which any attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Gin. Borrower shall satisfy the Den or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Corrower shall keep the improvements now existing or hereafter erected on the Property insured against tess by fire, hazards included bithin the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance that be maintained in the amounts and for the periods that Lender requires. The insurance corrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrowe's fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect (onder'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 mritgage chause. Lender shall have the right to hild the policies and renewals. If Lender requires, Bornower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of toss, Bornower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss of not made promptly by Bornower.

Unless tender and Borrow in the wish gree in critical interpretable and the restoration or repair of the repet to data ed, if the contemptation repair is communically feasible and tender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be tessened, 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 Sorrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day paried will begin when the notice is given.

Unless tender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Leaseholds. Burrower shall occupy, establish, and use the Property as Burrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless tender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumitances exist which are beyond Borrower's control. Borrower 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 cauch result in forfeiture of the Property or otherwise materially impair the lien presented by this Security instrument or Lenger's security interest. Borrower may cure such a default and reinstate, as provided in prograph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good fails etermination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or cender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the toan evidenced by the Note, including, but not limited to, representations concerning Borrower's orcupancy of the Property as a principal residence, if this Security Instrument is on a leasehold, Borrower shall couply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leadehold and the fee title shall not mange unless. Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Priperty. If Borrower fails to perform the covenants and agreements contained in this Security Instruct, or there is a legal proceeding that may algorificantly affect Lender's rights in the Property (such a a proceeding in bankruptcy, probate, for condemnation or ferfeiture or to enforce taws or regulations), then 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 paying any sums secured by a lien which has priority by this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do se.

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

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the lean accured by this Security Instrument, Bernower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by tender lapses or ceases to be in effect, Bornower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Bornower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Bornower shall pay to Lender each month a sum equal to one-twelfth of the yearly eurogage insurance premium being paid by Bornower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (not the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Bornower 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 Bornower 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 tieu of condemnation, are hereby assigned and shall be paid to Lender.

this Security Instrument, wither a highlight the Despicy, the pricedes mail be applied a highlight of his wins secured by this Security Instrument, wither a highlight he die, with any excess paid is consider. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is easily to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Berrower and Lender atherwise agree in writing, the sums secured by this Security (estrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a paid all 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 Sorrower 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 afters to make an award or settle a claim for damages, Borrower fails 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 at pestpone the due date of the monthly payments referred to in paragraphs 1 and -2° or change the payments.

It, donnower hat Released; Forburrance By Lender Not a waiver. Extension of the time for payment or avoid the attent a aruntization of the sums source 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Cefuse to extend time for payment or otherwise mortify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor. In interest, Any to bearance by Lender in exercising any right or nemedy shall not be a waiver of or prejude the exercise of any hight or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Consigners. The covenants and agreements of this Security Instrument shall be and benefit the successors and assigns of Lender and Borrower, subject to the provisions of prograph 17. Borrower's covenants and agreements shall be unint and several. Any Borrower who consigns this Security Instrument but does not execute the Note: (a) is consigning this Security Instrument only to iortisage, 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) agree, that Lender, and any other Borrower may agree to extend, modify, forbear or make any accommodations will regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 (can charges collected or to be collected in connection with the loan expert the permitted limits, then: (a) any such toan charge shall be reduced by the amount necessary to reduce for charge to the permitted limit; and (b) any sums directly collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal ewodicader 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.

'a. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering if exiby mailing if 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 tender. Any natice to Lender shall be given by first class mail to Lender's address stated herein or any other address tender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be discussed to have been given to Borrower or Lender when given as provided in this paragraph.

15 juverning 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 on clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provision, of this Security Instrument or the Note which can be given effect without the conflicting provision. In this end the provisions of this Security Instrument and the Note are declared to be severable.

To, Retrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. transfer of the Property or a Beneficial Interest in Bornower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bornower is sold or transferred and Bornower is not a natural person) without Lender's prior written consent, Lender 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 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 or not less than 30 days from the date the retice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums priod to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Barrower's Right weinster. It Borrower meets are ain conditions, Barrower shall have the right to have enforcement of this Security Instrument discontinued at any insert borrow to the earlier of: (a) 5 days (or such other period as applicable taw may specify for reinstatement) before sale of the Property purhuent to any power of sale contained in this Security Instrument; or (b) entry of a judgment andorcing this Security Instrument. Those conditions are that Berrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (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 lien of this Security Instrument, Lender's rights in the Property and Berrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstate obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstate 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 Sorrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Stostances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Bazerdous Substances on or in the Property. Borrower shall not do, nor allow anyone close 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 grierally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Barrower shall promptly give leader 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 Mazardous Substance or Environmental Law of which Berrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Nazardous Substance affecting the Property is nicessary, Borrower shall promptly take all necessary comediat actions in accordance with Environmental Law.

As used in this paragraph 20, "Mazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the allowing substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticius and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Gorrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notic, to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Secretly Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not 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 date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Proporty. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured 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 Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lenfer shall be untitled to collect all expenses incurred in pursuing the remedies provided in this pursuing the foreclosure, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

٠	CHECK SEPTEMBLE SON(CON)				
E) Adjustable Rate Rider	() Condominium Rider	Į)	1-4 Family Rider
٤] Graduated Paymonic Rider	[] Planned Unit Development Rider	ĺ)	Biweekly Payment Rider
ŧ	: Sallóon Rider	[] Rate Improvement Rider	ĺ	1	Second Home Rider
ı) V.A. RIDER	() Other(s) (specify)			

93154661

Witness:	JAMES W O'BRIEN	(Sun Mortow
	Social Security: 345581970	
Witness:	JUDITH A O'BRIEN Social Security : 351489269	. Borrow
		(Sen
	Social Security :	-Borro
		(Seai
	Social Security :	- Berrowe
STATE OF TELENOIS COOK County SN:		
I the inderstance of they fublic in and	for said county, and state, do hereby certify that	
JAMES W O'BRIEN FND WIFE OF WILDUR WILDUR WILDUR		
JAMES W OTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to me to be the same foregoing Instrument, appearer before	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that nt as FHEIR free and voluntary act, for the uses	
JAMES WOTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to my to be the same foregoing instrument, appearer before TPEY signed and delivered the said instrument and purposes therein set forth. Given under my hand and official Seal this in My Commission expines:	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as IMEIR free and voluntary act, for the uses 4TH day of EBRUARY A.D. 1993.	Specially Control Control Control Control
JAMES WOTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to my to be the same foregoing Instrument, appearer before TPEY signed and delivered the said invitome and purposes therein set forth. Given under my hand and official Seal this is	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as IMEIR free and voluntary act, for the uses 4TH day of EBRUARY A.D. 1993.	1 3955 1 56
JAMES WOTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to my to be the same foregoing instrument, appearer before TPEY signed and delivered the said instrument and purposes therein set forth. Given under my hand and official Seal this in My Commission expines:	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as THEIR free and voluntary act, for the uses ATH day of FEBRUARY A.D. 1993. Public Public Transport of The USE ATT TO	#3355 * 56
JAMES WOOTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to me to be the same foregoing Instrument, appeared before TPEY signed and delivered the said instrument and purposes therein set forth. Given under my hand and official Seal this instrument was prepared by MORTGAGE CAR 1000 East Woodfield Road, Suite 240, Schaums	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as THEIR free and voluntary act, for the uses ATH day of FEBRUARY A.D. 1993. Public Public Transport of The USE ATT TO	13953466
JAMES WOOTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to me to be the same foregoing Instrument, appeared before TPEY signed and delivered the said instrument and purposes therein set forth. Given under my hand and official Seal this instrument was prepared by MORTGAGE CAR 1000 East Woodfield Road, Suite 240, Schaums	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as THEIR free and voluntary act, for the uses ATH day of FEBRUARY A.D. 1993. Public Public Transport of The USE ATT TO	#33551CG
JAMES W OTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to me to be the same foregoing Instrument, appearer before TPLY signed and delivered the said instrume and purposed therein set forth. Given under my hand and official Seal this in My Commission expines: This instrument was prepared by MORIGAGE CAR 1000 East Woodfield Road, Suite 240, Schaumt	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as THEIR free and voluntary act, for the uses ATH day of FEBRUARY A.D. 1993. Public Public Transport of The USE ATT TO	13353186
JAMES W OTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to me to be the same foregoing. Instrument, appearer before TPET signed and delivered the said instrument and purposes therein set forth. Given under my hand and official Seal this instrument was prepared by MORIGAGE CAP 1000 fast Woodfield Road, Suite 240, Schaumt (Space Below This Little Record and Return to: MORIGAGE CAPITAL CORPORATION 111 E. KELLOGG BOULEVARD, SUITE 215	person(s) whose name(s) ARE subscribed to the me this day in person, and acknowledged that not as THEIR free and voluntary act, for the uses ATH day of FEBRUARY A.D. 1993. Public Public Transport of The USE ATT TO	#3050400
JAMES W OTBRIEN AND JUDITH A OTBRIEN HUSBAM AND WIFE personally known to me to be the same foregoing Instrument, appearer before TPLY signed and delivered the said instrume and purposes therein set forth. Given under my hand and official Seal this in My Commission expines: This instrument was prepared by MORTGAGE CAR 1000 fast Woodfield Road, Suite 240, Schaum (Space Below This Li Record and Return to: MORTGAGE CAPITAL CORPORATION	person(s) whose name(s) /3E subscribed to the me this day in person, and acknowledged that not as THETE free and voluntary act, for the uses 4TH day of FEBRUARY A.D. 1993. PUBLIC	59955400

PAGE 6 OF 6