CAMMICAL BANK N. A. 377 GAST BUTTERFIELD RD., #175 LONGRO, ILLINOIS 50148

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99-03E

93216300

(Space Above This Line For Recording Data)

#### MORTGAGE

THIS MOPTGAGE ("Security becoment") is given on

( MARCH 16 1953

. The inortgagor is

MICHAEL C OF CORNOR AND PATRICIA A OF CORNOR, HIS WIFE

("Berrower"). This Society Instrument is given to CHERICAL BANK N. A.

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which is organized and existing under the laws of the UNITED STATES OF AMERICA , and whose address is C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 70206 CHARLOTTE, MC 28272-0208 ("Leader"). Borrower owes Londer the principal sum of

SIXTY ONE THOUSAND AND 05/100

Dollars (U.S. \$ 51,000.00

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 APRIL 1 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, exensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under partyraph 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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook.

LOT 145 IN HUGUELET'S ORLAND TERRACE UNIT 5, A SUBDIVISION OF PART OF THE BAST 1/2 OF THE MORTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLIBOIS.

**~予1所算: 27-15-218-004** 

which has the address of 8957 w. WHBELER DRIVE, ORLAND FARK Blacks ("Froperty Address");

(Zip Code)

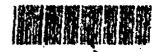
ILLINOIS - Single Femily - FNMATHLES UNIFORM INSTRUMENT

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TOOESTHER WITH all the improvements now or hereafter excited on the property and till elsembnic, appartenances, 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 "Property."

BORROWER COVENANTS that Borrower is invitally seised of the estate hereby conveyed and has the right to mortgage, grant and cenvey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally, the cide 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 with limited variations of 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 Insurance as a tien on the Property; (b) yearly leasehold payments or ground reads on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in occordance with the provisions of paragraph (8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, for Borrower's escrow account under the federal Real Estate Seulement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 hasis 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, insurumentality, or early fine leading Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Corrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by the security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Bosrower 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 Bosrower in writing, and, in such case Bosrower shall pay to Lender the amount necessary to make up the deficiency. Bosrower 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 Fands held 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 Security Instrument.

- 3. Application of Payments. Unless applicable iaw provides otherwise, all payments received by Landt, 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 last charges due under the Note.
- 4. Charges; Lieux. Borrower shall pay all taxes, assessments, 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 not paid in that manner, Borrower shall pay them on time directly to the person owest 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 defeates 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 catisfactory 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 potice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now, existing of hereafter receted 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 amounts and for the periods that Lender requires. The insurance ear ier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be aureasonably withheld. If Borrower fails to maintain coverage described above, Lender 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 wortgage clause, femiler shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Londer may make proof of less if not made promptly by Borrower.

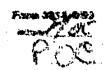
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 ensurance within 30 days a notice from Lender that the insurance carrier has offered to scale a chain, 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 Borlover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly pryments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Leoler, 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 Loss Application; Lessekolds. Borrower shall occupy, establish, and use the Formirry as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occurry 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 to unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrow r'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 lorfeiture action or proceeding, whether civil or criminal, is begun that in Lende 's good faith judgment could result in forfeiture or the Property or otherwise materially impair the lien created by this Security instantien or Lender's security interest. Borrower may core such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londer's good faith descruination, precludes forfeiture of the Borrower's inverest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security microst. Eor ower shall also be in default if Borrower, during the toon application process, gave materially false or maccurate information or statements to Lender (or failed to provide Lender with any magerial information) in connection with the loan evidenced by the Node, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the least. If Borrower acquires fee title to the Iroperty, the leasthold and the fee title shall not marge unless Lander agrees to the marger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covariants 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 forfeiture or to enforce laws or regulations), the Lender may do end pay for whenever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any time secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Lender may take action under this partgraph 7, Lender does not have to do so.

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 bear interest from the date of disbursement at the Nove 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 secured by this Security Instrument, Borrower shall pay the premiuras required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiurus required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If 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 impact or ceasest to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve



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payment may no longer be required, at the option of Lender, if mortgage insurance devertige (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. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to see inspection specifying reasonable cause for the impection.
- 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 ficu of condemnation, are hereby assigned and shall be paid to Lender.

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the soms secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the unal amount of the sums secured four educed by the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the sums secured immediately before the taking, unless 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 immediately theorement 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 fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the price de, at its option, either to restoration or repair of the Property or to the nums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise age or in writing, any application of proceeds to principal shall not extend or posipose the due dot of the amount of such payments referred to in proagraphs 1 and 2 or change the amount of such payments.

- 11. Recrewer Not Released; Forbearance By 1. ad it Not a Waiver. Extension of the time for payment or modification of accentization of the same accered by this Security Instalment granted by Lender to any successor in interest of Eurower shall not operate to release the liability of the original Borrower of Bo rower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refus. In extend time for payment or otherwise modify amentization of the same secured by this Security Instrument by reason of any demond made by the original Borrower or Borrower's successors in interest. Any fortunated 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 Linbility; Co-signers. The covenants and agreements of this Security Instrument that bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of garagraph 17. Berrower's covenants and agreements shall be joint and several. Toy Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security 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 successors by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make my accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loss Charges. If the loss secured by this Security Instrument is subject to a law which see maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Porrower. 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 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 berein 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 Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be governable.

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16. Borrower's Copy. Borrower shall be given one conformed stopy of the Note and of this Sequity Instrument.

17. Transfer of the Property or a Beneficial Interest in Sorrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Sorrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require inunctiate 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 Londer exercises this option, Londer shall give Porrower 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 secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of. (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing 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 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 anorneys' 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 of terrive as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph ??

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.

26. Hazardous Substances. Borrower shall run cause or permit the presence, use, disposal, morage, 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 prescribing 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.

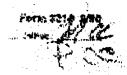
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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 bazardous substances by lineironmental Law and the following substances: gasoline, kerosene, other slag mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldelyde, 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. Borrower and Lender further coverant 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 care the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default notes be cured; and (d) that fudure to care 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 Property. 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 is 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. Lender shall be entitled to collect all expenses incorred in pursuing the remedies provided in this paragraph 21, including, 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. Waiver of Homestead. Borrower waives all right 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 with this
Security Instrument, the coverants and agree	•	•
the covernment and agreements of this becarif	y Instrument as if the rider(s) were a part of	this Security Instrument.
[Check applicable box(es)]  Adjustable Rate Richer	Condenisium Rider	14 Family Rider
Gradusted Payment Rister	Planned Unit Development Rider	Biweekty Payment Rider
Ballens Steler	Rate Emproyement Rider	Second Home Rider
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	pts and agrees to the lerray and covenants co	ontained in this Security Instrument and in
any rider(s) executed by Bostower and reco-	ded with it	
Witnesses.	White C	Conses (Soul)
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STATE OF ILLINOIS,	COUK County	SST My Lo watered where 4/16/95 and
·		المستراه المنطوع والمناوعة المدارات عدد الهوالي كالمنا والمنطوع المنواجي المناوعة
I THE UNDERSIONE	D , a Notary Public in and for se	did county and state do hereby certify that
MICHAEL C. O'CONNOR AND PA	TRICIA A O'CONNOR, HIS WIFE	•
		e to be the same person(s) whose name(s)
subscribed to the faregoing instrument, appe	ared before me this day in person, and ackno	owledged that the Y
signed and delivered the said instrument as	their free and voluntary aci, for the us	ses and purposes therein set forth.
Given under my hand and official seal, the	day of Patrict	1,793
My Commission Expires: April 16, 19	96 Jacques	one sometan
	Notary Public /	and the second second and an include a second secon
This instrument was proposed by:		- William Commence
		#P101 # #P

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