AFTER RECORDING RETURN DOFFICIAL COPY
BENCPLUS MOTTERES COPP.

Benefilus Mortgage Corp. 838 LAKEVIEW PKWY. \$105 VERNON HILLS, IL 80081

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 25
19 83 , The mortgagor is
GREGORY LEE WAYBRIGHT AND
JUNE CHRISTIF C YAYARIGHT . HIS WIFE
("Borrower"). This Security Instrument is given to
BancPLUS Merigas: C-ip.
BancPLUS Mortgage Carp. which is organized and surrow under the laws of the State of Texas
MIC Whose address 13 \$301 MCALLISTER FREEWAY, 37.4 "NTONIO, TX 78218" ("Lender")
FB01 MGALLIBIER FHREWAY, FAM INIONIO, IX 70218 ("Lender")
Borrower owes Lender the principal sum of
ANELA DONE LHOOSAND LAG MOLLECULO INDICATOR CONTRACTOR
U.S. 9 94,200,00). This debt is evidenced by Burrower's note dated the name date as this Security instrument ("Note"), which provides for planific inhity payments, with the full debt, if not paid earlier, due and payable on
APRIL 01, 2008 and for interest at the yearly rate of 7.376 percent. This Security
nstrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with internst, 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
ecurity of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security
instrument and the Note. For this purpose, Borrowal Accordance mortgage, grant and convey to Lender the following described
roperty located inCounty, Illinois;

LOT 7 IN GEORGETOWN MANOR, BEING A SUBDIVISION OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERA OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1952 AS DOCUMENT LA ZONETZZ, IN COOK COUNTY, ILLINOIS

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Real Estate Tex 101: 03-20-422-007-0000 TAX 102:

synich has the ac	deress of 1127 N. DERBYSHIRE DR. (Street)	ARLINGTON HTS.
2005	#80064 ("Property Address"): (Zip Code)	

TOOLTHER WITH all the amprovements now or hereafter ersolled on the property, and all easements, appurtenances, and flustures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security angruphere. All of the foregoing is referred to a this Security Instrument as the "Property."

BICRROWER COMERANTS that Borrower is lawfully seried of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombared, except for encombrances of record. Borrower warrants and war defend generally the time to the Property agency and claims and demands, subject to any encombrances of record.

THES SECURITY SESTEMBERS combines uniform coverages for national lists and Hon-funiform coverants with limited variations by presentant to constitute a uniform security instrument covering real property.

M.I. MOIS... Segm famoy -- Familio Mas/Freedo Mas Lindform MISTRUMENT L838 Rev. 04/91 (21po 1 of 2 fapo)

Form 3014 9/90



- t. 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 Taxos and insurance. Subject to applicable law or to a written water 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 taxos and issessments which may attain priority over this. Security insurance is a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazerd or property insurance premiums; (d) yearly flood insurance premiums, it any; (e) yearly mortigage insurance premiums, if any; and (f) any sums payable by Borrowiin to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortigage insurance premiums, These items are celled "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lander for a federally related mortigage ioan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to (me, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless innother law that applies to the Funds sets a tesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the insider amount. Lender may estimate the amount of Funds due on the basis of journest data and reasonable estimates of expenditures of future Egorow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a fediral 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 varitying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, However, Lunder may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in runniction with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires rite est to be paid, Lendar 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 Funds. Lender shall give to Borrower, without charge, an annual sourceting 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 this Security Instrument.

If the Funds held by Ecinde, exceed the amounts permitted to be held by applicable law, Lender shell account to Borrower for the excess Funds in identification 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, it such case Borrower shall pay to Lender the impurit necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at conder'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, If, under paragraph 21, ender 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 law provides otherwise, all payments received by Eander under paragraphs 1 and 2 shall be applied; first, to any prepayment charges duy, 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, finas and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold psyclents or ground retits, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person awad payment, Borrower shall promptly furnish to Lender all notice? Of amounts to be paid under this paragraph, If Borrower makes these payments directly, Borrower shall promptly furnish to ander receipts evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Sorurity Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the tien in a minner acceptable 10 Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the tender's opinion operate to prevent the enforcement of the tien; or (c) secures from the holder of the lien an agreement as is sectory to Lender subordinating the lien to this Security instrument, if Lender determines that any part of the Property is subject on lien which may altain 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 set forth above within 10 days of the gwing of notice.

5. Histerd or Property Insurance. Borrower shall keep the improviments now existing of helicafter erhoted on the Property insured against loss by fire, hazards included within the term "extended covirage" and the Char hazards, including floods or flooding, for which Lender requires insurance, This insurance shall be maintained in the amount, and for the periods that Lender requires, The insurance carrier providing the insurance shall be chosen by Borrower subject or Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender into option, obtain coverage to protect Lender's rights in the Property In accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt riotice to the insurance carrier and Lender, Lender may make proof of loss 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 demaged, 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 fessened, 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 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 period will begin when the notice is given.

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

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- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesscholds. Borrower shall occupy, establish, and use the Property as Borrower'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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances 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 could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lendlin'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 Lenger's good faith determination, precludes forfeliure of the Borrower's interest in the Property or other meterial impairment of the lien created by this Security instrument or Lender's security interest, Borrower shall also be in default if Borrower, during the Igan application process, gave materially false or inaccurate information or statements to Lender for failed to provide Lander with any material information) in connection with the town evidenced by the Note, 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 lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Pretertion of Lender's Rights in the Property. If Borrower falls to perform the covenants 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 forfelture or to enforce laws 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 allows secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fless and enturing on the Property to make repairs, Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

- 8. Mertgage Insurance. If Lendy required mortgage insurance as a condition of making the foan secured by this Security instrument, Borrower shall pay the promisers required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lendy fasses or ceases to be in effect, Borrower shall pay the promisms required to obtain coverage adjustantially 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, from an alternate mortgage insurar approved by Lender, if substantially equivalent mortgage insurance coverage in not available. Borrower shall pay to Lender each month a sum equal to one-twellth of the yarly mortgage insurance premium build by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss insurance coverage (insurance Loss reserve payments may no longer be required, at the option of Lunder, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance period by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or no provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between discretower 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 clause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, are or consequential, in connection with any condemnation or other taking of any peri of the Property, or for conveyance is lieu of condemnation, are hereby assigned and shall be paid to Lender.
- In the event of a total taking of the Property, the proceeds shill 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 Fartist 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 therrower and Lender 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking or 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 abundaned by Borrower, or if, after notice by Lender to Borrower that the condemns 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 their due.

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

- 11. Berrewer Not Released; Ferbearance By Lender Not a Watver. Extension of the timo 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 commence 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 any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in extensing any right or remedy shall not be a waiver of or prectude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lisbility; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several, Any Borrower who co-signs this Security instrument out 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 sums secured by this Security instrument; and (c) agrees that Lander and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

- 13. Lean Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that faw is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the foan exceed the permitted (mits, then: (a) any such toan charge shall be reduced by the amount necessary to reduce the charge to the permitted (mits and (b) any sums already collected from Borrower which exceeded permitted finits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by 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 Proporty 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 Lender when given as provided in this paragraph.
- 16. 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 offect 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 severable.
 - 16. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.
- 17. Transfer of the Norwith or a Beneficial Interest in Berrower, if all or any part of the Property or any interest in it is sold or transferred (or if a princficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consess. Londer 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 25-NI 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 secured by this Security instrument. If Borrower fields to pay home curss prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.
- 18. Berrower's Right to Reinstate. If Borrowin-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) 6 days (or such other period as applicable law may specify for reinstatement) before sale of this 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 coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' feet; km/ (c) takes such action as Lender thay reasonably required 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 reinstate that the lien of the security Instrument shall continue unchanged. Upon reinstate that the lien of the security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had secured. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 18, Sale of Note; Change of Loan Services. The Note or a partial interes to the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale rock round in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Gazurity 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 on applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should by mide. The notice will also contain any other information required by applicable law.
- 20. Hazerdeus Substances. Borrower shall not cause or permit the presence, use, disposal, stolars, or release of any Hazardous Substances on or in the Property, Borrower shall not do, nor 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 tlender written notice of any investigation, clam, 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 hazardous 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, keroserie, other flammable or toxic petroleum products, toxic petroleum products, toxic petroleus, volatile solvents, materials containing asbestos or formaldehyde, and radiolective materials. As used in this paragraph 20, "Environmental Law" means federal laws and taws of the juurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to esseleration 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 Serrower, by which the default must be cured; and (d)

that failure to cure the lefult or leg ore the late positive in the notice has result in seceleration of the sums secured by this Security Instrument, foreelecure by judicial proceeding and sale of the Property. The notice shall further inform Sorrower of the right to reinstate after seceleration and the right to assert in the foreelecure proceeding the non-existence of a default or any other defence of Sorrower to assert and foreelecure. If the default is not sured on or before the data 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 foreelece this Security Instrument by Judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' fees and costs of title evidence.

- 22. Release. Upon parimint 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.
- 24. Riders to this Security instrument, if one or more riders are executed by Borrower 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. (Check applicable box(es))

Adjustable Rate River	Condominium Rider	1-4 Frmily Rider
Graduated Payment Ricor	Planned Unit Development Rider	Biweskiy Payment Rider
C1127	Rate Improvement Rider	Second Home Rider
Balloun Rider	L Nata subrovanian mos.	
Other(s) [specify]		
DV SIGNIPIG RELETAY Rossower 2006	epts and agrees to the terms and covenant	s contained in this Security Instrument
and in any rider(s) executed by Borrower s	end recorded with it.	, , , , , , , , , , , , , , , , , , , ,
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name 700 subscribed to the f	oregoing instrument appeared before me to	his day in person and acknowledged free and voluntary act for the uses
that signed, sealed, and delivered purposes therein set forth, including the	release and waiver of the right of homesti	pad.
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