AFTER RECORDING MAIL TO:

NWIB MORYGAGE SOURCE, INC 6033*STALTER DRIVE, SUITE 201 ROCKFORD, ILLINOIS 61108-25 61108-2585

94401406

LOANNO, 188998

UTG 5310554 C3 Kin

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MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on April 22. 1994 PATRICK K. O'MALLEY and JANET L. O'MALLEY, HUSBAND AND RIFL

. The mortgagor is

at asorbba ocody ban,

This Security Instrument is given to AR ILLINOIS CORPORATION RESOURCE MORTGAGE CORPORATION,

which is organized and existing under the Isws of THE STATE C 5 1 1 2 MATH STREET, DOWNERS GROVE, IL 60616 Borrower owes Londer the principal sum of One Hundred Twenty H THE STATE OF ILLINOIS

("Lender").

One Bundred Twenty Bine Thousand Five Bundred Dollars and no/100 Dollars (U.S. \$ 129,500,00). This dont is

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it for paid earlier, due and payable on May 1. 2024. This Security payments, with the full debt, it so paid earlier, due and payable on May 1. 2024. 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 8 ote; (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 Nac. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property in result in 0.00 K Lender the following described property in a sel in County, Illinois:

THE SOUTHWESTERLY 15 FEET OF LOT 21 AND THE NORTHEASTERLY 15 FEET OF LOT 22 IN BLOCK 1 IN A.J. VESEY'S JEFFLESOM PARK AND FOREST GLEN ADDITION TO CHICAGO. BEING A SUBDIVISION IN THE SOUTHEAST 1/2 OF THE NORTHWEST 1/4. NORTH OF INDIAN BOUNDARY LINE. OF SECTION 9. TOWNSHIP 40 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. TELINOIS.

("Borrower").

PINH 13-09-125-025

County

DEPT-01 FORDING RAIL 5125 05/04/94 11#57#00

H-94-401406 **#0100**

COOK DURTY RECORDER

which has the address of

LUDLAM AVENUE 5422 N. (Street)

CHICAGO [Cky]

Illinois 60630 (Zip Code) ("Property Address");

TOOETHER WITH all the improvements now or hereafter erected on the property, and advancements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions and also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument at the "Property."

BORROWER COVENANTS that Horrower is lawfully select of the extate hereby conveyed and his the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances can cord. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to my encumbrances of record.

ELLINOIS-SINGLE PAMILY-PNMA/PHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE LOP 6 FORM 3014 9/90



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THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform covenants with Ruited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.
- 2. Funds for 'Faxes 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 fuil, 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Berrow Items." Lender may, at any time, collect and hold Pands in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow secount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 & seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, coffect 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 Bacrow 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, Chender 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 to reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless are greement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any four less or carrings 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 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 this Security instrument.

If the Funds held by Lender exceed the mounts permitted to be held by applicable law, Lender shall account to florrower 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 florrow terms when due, Lender may so notify Borrower in writing, and, in such case florrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender sp. !! acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender of 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 psymonts received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts psymble under paragraph 2; third, to interest due; fourth, to principal due; and lest, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lease hold payments or ground reats, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly "in the Londer 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 the runnent unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner accepteble to Lender; (b) contests in good faith the Iten by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice item 'tying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the y'ving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or herencer arcated on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flowds or flooding, for which Lender requires insurance. This insurance shall be maintained in the abounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrow a subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls 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.

ILLINOIS-SINGLE FAMILY-PNMA/FILLMC UNIFORM INSTRUMENT ISC(CMDTIL//0491/3014(9-90)-). PAGICS OF 6

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* A Charge assessed by leader in connection with borrower's entering into this security instrument today the cost of an independent tax reporting service shall not be a charge for purposes of the proceeding sentence.

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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 notice 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 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 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 dute 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, it servation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this 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 Londer otherwise agrees in writing, which consent shall not be unreasonably win'ield, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, decage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in 62 hult if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment covid result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Eurower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially falls or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in conner don with the lean 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 [no isions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless it and agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. 1. Parrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal preceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for cor dem intion or forfeiture 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 assured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys to see and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lendar does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become puditional 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums 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 premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, 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, remium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, (se a) of retain these payments as a loss reserve in low of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums sequired to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accordance with any written agreement between Borrower and Lender or applicable law.

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9. Inspection. Lender give Borrower notice at the time of or prior to an 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 condomnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Londer. in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the 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 partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or 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 Froperty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not apprate 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 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 (1/1/2) and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beneat the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covens its ind agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this 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 the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or mike any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Lonn Charges. If the loan secured by this Security Ustrament is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the toan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by 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 Londer. Any notice to Londer shall be given by first class mail to Londer'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.

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 I istrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is so a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in Aili of all

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secured by this Security Instrument. However, this option shall not be exercised by Lender it exercised is prointed by

federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Burrower 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 falls to pay these sums prior to the expiration of this period, Lender may invoke any centedles permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower muots 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 atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer intrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower with 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 faw.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone cise 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 stroit 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 Lencer winten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Proporty and any Hazardous Substance or Environmental Law of which Borrower has ac und inowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Proporty 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 linvironmental Law and the following war rences: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, votel its solvents, materials containing aspessos 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. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Bor order prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice in 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, force osure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to ray state after acceleration and the right to assert in the forcelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on or before the date specific bir the notice, Lender at its option may require immediate payment in full of all sums secured by this Security and rement without further demand and may forcelose 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 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.

ILLINOIS-SINGLE PAMILY-PANIA/PHLAIC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3914(9-90)-L PAGE 5 OF 6

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d JANET L. O'MALLEY	outing mile seate we necess seems.
n(s) whose name(s) subscribed to the foregoinged that the y algoriand delivered they and purposes therein set forth.	the said instrument as
his 22 Act day of April , 199	′ ⁴
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