Loan No: Investor No:

UNOFFICIAL GOPY : ...

94483585

	Space Above This Line For Recording Data		
		FHA Caso No.	i
State of Illinois	MORTGAGE	131:7685985-729	b

THIS MORTGAGE ("Security instrument") is given on May 24th, 1994 The mortgagor is MICHAEL J. DANDELL'S, UNMARRIED AND FRANK C. BALZANO, UNMARRIED

112 W. SUNSET, MT. PROSPECT, IL 60056whose address is ("Borrower"). The Security is sin ment is given to SHELTER MORTGAGE CORPORATION which is organized and existing unrier the laws of THE STATE OF WISCONSIN 4201 EU. LID AVENUE, ROLLING MEADOWS, ILLINOIS 60008 and whose address la ("Lender"). Borrower owes Lender that principal sum of One Hundred Thirty Three Thousand Nine Hundred Forty Seven and 00/100

Dollars (U.S. \$ 133,947.00). 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 natiler, due and payable on June 1st, 2024 This Security Instrument secures to Lender: (a) me repayment of the dobt evidenced by the Note, with Interest, and all renewals extensions and modifications; (b) the payment of all othor will, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's coveragila and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to condur, the following described property located in

LAKE

County, Illinois:

LOT 125 IN BUFFALO GROVE UNIT NUMBER 2, BEING A SUBJUSION OF SECTIONS 4 AND 5. TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1958, AS DOCUMENT NUMBER 17251866, BOOK 517, PAGE 12, IN COOK COUNTY, ILLINOIS.

TRAN 1959 05/31/94 (3:00:00) Andrew Company States

SUCH PROPERTY HAVING BEEN PURCHASED IN WHOLE OR IN PART WITH THE SUMS SECURED HEREBY. 03-05-203-014 TAX KEY NO: 229 LINCOLN TERRACE
(Strawt)

which has the address of

BUFFALO GROVE

Minois

60089-(Zip Code)

("Property Address");

FHA lilinols Mortgage 2/91

Form - \$100020

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TOGETHER WITH all the improvements now or licrositive erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 lawfully eaised 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 wastants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

- 1. Payment of Principal, interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set torth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to main ain an additional balance of not more than one-sixth of the estimated emounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to per froms (a), (b), and (c) before they become delinquent.

If at any time the total of the paymen's hold by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the fibre are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrow r for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the delicture, on or before the date the item becomes due.

As used in this Security instrument, "Secretary" means the Socretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to "... Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each "... withly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balancy due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security in trun ant, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender is a not become obligated to pay to the Secretary, and Lender shall promptly refund any excess tunicing Borrower. Immediately prior to a toreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as fill was

First, to the montgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurence premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note:

Fifth, to late charges due under the Note.

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently eracted, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance, shall be maintained in the amounts and for the periods that Lunder requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently eracted, against loss by floods to the extent required by the Secretary. All insurance shall be earlied with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in layer of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Londer immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Londer, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (n) to the reduction of the indebtedness under the Note and this Security instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

in the event of foreclosure of this Security instrument or other transfer of title to the Property that extinguished the indebtedness, all right, title and interest of burrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Pracryation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirer and will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond the Borrower's control. Borrower shall not commit waste or destroy, damage or substantially change the Property to reallow the Property to deteriorate, reasonable wear and terreduced the Property is vacant or shall also be in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower, shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lender, or tailed to provide Lender with any material information) in connection with the lean evidenced by the Note, inclusing, but not limited to presentations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the feasehold and lee title shall not be to good unless Lender agrees to the mergur in writing.
- 6. Charges to Borrower and Protection of Lender's Right's in the Property. Borrower shall pay all governmental or municipal charges, lines and impositions that are not included in paragraph 2. Lorrower shall pay these obligations on time directly to the untity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.
- If Borrower falls to make these payments or the payments required by paragraph 2, or falls to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding in runny significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Forower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and at all be paid to Lander to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Socurity Instrument. It is not a shall apply such proceeds to the reduction of the indebtedness under the Note and this Socurity Instrument, first to any delinquerit are units applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by falling to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by falling, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument If:
 - (i) All or part of the Property, or a behalficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than or devise or descent) by the Borrower, and
 - (ii) The frozenty is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (e) No Walver. If recommended occur that would permit Lender to require immediate payment in full, but Lander does not require such payments, text or does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secr. (ar). In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require in mediate payment in full and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agreer in t should this Security Instrument and the Note secured thereby not be eligible for Insurance under the National Housing Act within 80 DAYS from the date hereof. Londer may, at its option and notwithstanding anything in paragraph 8, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be derived conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the une valiability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lend at has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This light applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a jump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement, by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as it Lender had not required immediate payman, in tult. However, Lender is not required to permit reinstatement if; (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will enrected by this Security in animent.
- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time of payre all or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower etc..." not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commer os priceedings 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 Lettide, in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.

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- 12. Successors and Assigns Bound; Joint and Several Liability; 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 9.b. Borrower's covenants and 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) in the presentally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer 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. 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 herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided in this paragraph.
- 14. 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 previsions 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.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Reit. Corrower unconditionally assigns and transfers to Lender all the rents and revenues at the Property. Borrower authorizes Lender or Londor's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Londor's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

It Lender gives notice of breach to Borr(wet: (A) all rents received by Borrower shall be held by Borrower as trusted for bonellt of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pluy at rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 10.

Lender shall not be required to enter upon, take control of or mailitain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This ausignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as fruit va:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full procedure paragraph 9, Lender may, without further demand, foreclose this Security Instrument by Judicial proceeding and Invoke any office remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 18, 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.
 - 19. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Office

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20. Riders to this Security Instrument. Instrument, the covenants and agreements of each sagreements of this Security Instrument as if the rider	such rider shall be incorporated into and	• •
Rehabilition Loan Rider Condominium Rider Planned Unit Development Rider Other (Specify) Adjustable Rate Rider	Tax-Exempt Financing Rider Graduated Payment Rider	Rider for Section 248 Mortgage Growing Equity Rider
BY SIGNING BELOW, Borrower accepts and Borrower and recorded with it.	agrees to the terms contained in this Se	curity Instrument and in any rider(s) executed by
	M.L.S	(2D-11/2 1000)
•	MICHAEL J. DA	NDELLIS -Borrowe
	Front (e Doesauer (Soal)
DO O	FRANK C. BAL	ZANO -Barrowei
	<u></u>	(Soal)
4		- Borrower
9	*	(Seal)
		-Bonnwe
STATE OF ILLINOIS,	COOK	County se:
I, SANUA M E-AND MICHAEL J. DAND	ellis, unma iried and frank C. B	, a Notary Public in and for said county and state, do IALZANO, UNMARRIED
•	C	, personally known to me to be the same person(s) on, and acknowledged that he/she/they signed and
delivered the said instrument as his/her/their free a Given under my hand and official soal, this		oses therein set forth.
My Commission expires:	MANAGE TALSE	de la
This Instrument was prepared by: PAM GILBERTSON	Sarquel M. Einh Notary Public, State My Commission Expi	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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		To Oxion
		Q
RETURN TO: GUARANTY BANK, S.S.B. P. O. Box 23048 Attn; Secondary Mkt Milwankee, Wi 5322 - po48	Page 6 of 6	

44535

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Loan No: 5635883 Investor No: 1651891

FHA Case No.	
131:7685985-729	

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 24th

day of

May, 1994 and is incorporated into and shall be deemed to amend and supplement the Mortgago, Dood of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

SHELTER MORTGAGE CORPORATION

4201 EUCLID AVENUE, ROLLING MEADOWS, ILLINOIS 60008

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 229 LINCOLN TERRACE, BUFFALO GROVE, ILLINOIS 60089-

(Property Addines)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lander further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The Interest rate may change on the first (ay of October, 1998 of each succeeding year. "Change Date" means tech date on which the interest rate could change.

and on that day

(B) The Index

Boginning with the first Change Date, the interest rate valide based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant ma'um, of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development, of this or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new Interest rate by aciding a margin of

Two percentage paid, Londor will excussive a new introstrate by acting a margin or percentage point, at (2.000

%) to the

Current Index and rounding the sum to the nearest one-eighth of one percentage print (0 125 %). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the "ey" Change Date.

(D) Limits on interest Rate Changes

The interest rate will never increase or docrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than two percentage points (5.0%) higher or lower than the initial infected rate.

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Form -5GC0091

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balar a in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Ler Jer will use the unpaid principal balance which would be owed on the Chance Date If there had been no default in paymr at on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vil) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new Interestinate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender ter civen Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any nor used in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring the linen 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the op an to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interior rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the hor rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not ass'unable even if the Note is otherwise assigned before the demand for return is mede.

BY SIGNING BELOW, Borrower accepts and agre or the terms and covenants contained in this Adjustable Rate Rider.

MICHAEL JEBANDELLIS	(Seal) -Borrower (Seal)	FRANK C. BALZANO	(Seal)
	-Borrower	40	~Borrower
Space	s Below This Line Reserv	ed for Acknowledg menti	O _X
DRM# SGC0091	Page 2 of 2		CO
ETURN TO:			_

FORM# SGC0091

RETURN TO: Quaranty Bank, S.S.B. P.O. Box 23046 Attn: Secondary Miki Milwaukea, W! 53223-0046