UNOFFICIAL COPY

AFTER RECORDING MAIL TO

LOAN NO 3409-111

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EQUICREBLY CORPORATION OF MI 3901 W. 86th St. Dto 397 INDIANAPOLIS, IN

DEPT-01 RECORDING

\$31.50

TORODO TRAN 8504 07/07/94 11:42:00 #8358 # CJ #-94-591024

COOK COUNTY RECORDER

94591024

.....[Space Above This Line For Recording Datk] -----

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 17, 1994 BARBARA E. BOTO, a stagle women

. The mortgagor is

This Security instrument is given to MORTS \ 6F AMERICA. INC .

which is organized and existing under the laws of THE STATE DE HICHIGAN

al aenthba anorw bran ,

("Borrower")

305 FIFTH STAYET, BAT CLIT, HI 48708 Borrower ownstoniar he principal num of Farty Fire Thousand Dallars and no/100 Dollars (U.S \$ 4 5, 000 00 ) This dobt is

evidenced by Borrower coole dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full diffic) not paid earlier, due and psymble on เป็น โปป เป็น . This Security instrument secures to Lender (c) the repayment of the debt evidenced by the Note, with interest, and sill renowals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph / to protect the security of this Socialty Instrument, and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does bereby mortgage, graint and convey to trander the following described property ocuted in Cook County, Illinois.

LAND STEDATED IN THE COUNTY OF COOK, STATE OF GETAGIS, DESCRIPED AS FOLLOWS

COT 4 IN THE SUBOLVISION OF 1975 41, 42. 53, 45, AND THE SOUTH 16 FEET OF LOT 48 IN BLOCK 2M IN THE RESULVISION OF 8,00K 27 AND 28, IN SOUTH LYBRE BEING VALUES SUBDIVISION OF THE MORTH LYZ OF SECTION 19, TOWNSHIP AB HORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICCIROLS.

TAK ITEH NO: 20-19-211-006 COMMONLY KNOWN AS: 8415 5 HONORE, CHICAGO, 11

9 15 9 1 0 2 4

which has the address of

6415 5 P 2 9 0 8 1 (Street)

CHICAGO [City]

lllinois

80636 [Zip Code] ("Property Address").

SUNTY CIENT TOGE HER WITH all the improvements now or hereafter erected on the property, and all easements. appurtenances, and fixtures now or hereafter a part of the property. All replacements and god fores 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 solved of the ristate heraby convoyer, and him the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

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FORM 3014 9/90

## UNOFFICIAL COPLYANNO. 3/409-11.1

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

UNIFORM COVENANTS. Borrower and Lander covenant and agree as follows.

- 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 Taxes and finaurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to I ender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("f unds") 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; (e) yearly margage insurance promiums, if any; and (f) any sums payable by Borrower to I ender, in accordance with the provisions of paragraph 8, in lies of the payment of mortgage insurance premiums. These stems are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal iteal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless prother law that applies to the I unds sets a losser amount. If so, Lender may, it any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds Shall be held in an institution whose deposits are insured by a toderal agency, instrumentality, or entity (including Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Itrans. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or varifying the Escrow Items, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to wisk such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate, as reporting service used by Lender In connection with this form, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Interest to be paid. Lender shall not be required to pay Borrower and Finders and increast 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 accounting of the Funds, showing credits and depits 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 Fands held by Lender except the amounts permitted to be held by applicable law. Lender shall account to Borrower for the except 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 Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to florrower any Funds 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 as ply 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 Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to emounts payable under paragraph 2, third, to interest due, fourth, to principal law, and last, 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 imaginary payments or ground rents, it any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay their on time directly to the person owed payment. Borrower shall principly 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 lian which has priority over this Society Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the line in a manne, in ceptable to Lender, (b) contests in good faith the line by, or defends against enforcement of the line in, legal proceed and which in the Lander's opinion opposite to prevent the enforcement of the line, or (c) accurations the holder of the line, an agreement entitlesctory to Lander subordinating the lien to this Security Instrument. If ender may give Borrower a confee identifying the line also make the stain priority over this Security Instrument, Lander may give Borrower a confee identifying the line. Borrower shall satisfy the lien or take one or more of the actions set touth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing of himalter vected on the Property insured against loss by fire, hazards included within the term "extended dovorage" and any other hizards, 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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Horrower 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.

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All insurance policies and renewals shall be acceptable to Lander 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 assum 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.

- 6. Occupation, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 30 ower shall occupy, establish, and use the Property as Borrower's principal residence within slixly 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 extendating circumstances exist which are beyond Borrower's control Borrower shall not dristroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall on in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgmer, could result in forteiture of the Property or otherwise materially impair the lien created by this Security Instrument or Legidar's security interest. Borrower may care such a default and reinstate, as provided in paragraph 18, by causing the a ston or proceeding to be dismissed with a rolling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lighter's security interest. Borrower shall also be in default if Borrower, during the Joan application process, gave materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concurring Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasuhold, Borrower shall comply with \$\infty\$ too provisions of the lease. If Borrower acquires fee title to the Property. the loasehold and the fini title shall not mergit while I ender agrees to the merger in writing
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a kingal 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 lews or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable actioneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 snall, become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other titums 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 confution of making the loan secured by this pacurity Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any premiums required to obtain coverage required by I ender lapses or classes to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage loss cance proviously in effect, in a cost a substantially equivalent to the mortgage insurance previously in effect, from an alternative mortgage insurer approved by I ender. If substantially equivalent mortgage insurance, coverage insurance premium being borrower shall pay to I ender each month a sum equal to one-twelfth of the yearly mort gage insurance premium being payments as a loss reserve in facular mortgage insurance. Loss reserve payments may not only or be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the pariods that Lender, equires) provided by 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.

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- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. I ender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 inso than the amount of the sums secured immediately before the taking, unless Borrower and Londer 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 abundoned 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 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 Legar 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 Fistersed; 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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be recibired to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise in kiffy 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 wilder of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bookd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer 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 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 this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or rake any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a faw 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 loan 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 sums already collected from Borrower which 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 nethod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lordon. 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.
- 15. Governing Law; Severability. This Security Instrument shall be governed by Indered 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 severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums.

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federal law as of the date of this Security Instrument

If Lander exercises this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice in delivered or mailed within which Borrower must pay all sums necured by this Security Instrument. If Borrower falls to pay these sums prior to the explication of this period, Lander may invoke any remadles 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. 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 agreement and the Note as if no enforcing this Security Instrument, including, but not limited to, reasonable alterneys' fens, and (d) takes such action as Lender may reasonably require to assure that the fien of this Security Instrument, Lander'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 it no acceleration had occurred. However, this right to ministate 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 "Fair Servicer") that collects morehy 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 and be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation rugary 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 Londor 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 activit knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or o her remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all or cessary remodial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Scos'ances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasolline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "En ironmental 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. Lander shall give notice to Porrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrumen) (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall shedify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 30 days from the date, incline is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrumen; following 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 detault or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the data resolved in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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 chall 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 Propr dy.

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24. Hiders to this Security Instrument, with this Security Instrument, the coverants amend and supplement the coverants and a Security Instrument. (Check applicable box)	greements of this Security Instrument as it	n incorporated into and shall
[.]Adjustable Rate Hider [.]Graduated Payment Rider [.]Balloon Rider [.]Other(s) [specify]	[ ]Condominium Pider [ ]Planned Unit Davelopment Rider [ ]Hate Improvement Rider	Li 14 Family Rider Li Biweekly Payment Hider Li Second Home Rider
BY SIGNING BELOW, Borrower accepts Instrument and Injerty ridor(s) executed by Be	and agrees to the terms and covenants of orrower and recorded with it.	ontained in this Security
KINHERLY DIEGN	MARGARA L BUIC	(۵۹۵)
HOBER SOME	<u> </u>	(Bestewar
	(Deal) (D	(Segl)
STATE OF ILLINOIS,  J. RUBERT LAME that BARBARA L. BOTD personally known to me to be the same person before me this day in person, and acknowleds	, a Notary Public in and for said cou ng) whose name(s) subscribed to the fore	County se: nty and state do haraby cartily
Given under my hand and official seal, the My Commission expires. 9 3 / 1 8 / 9 6	is and purposus therein set forth.	ANE
This Instrument was prepared by: Lenona 305 PIFTH ST BAY CITY, MI POFFICIAL SEAL " ROBERT LANE NOTARY PUBLIC STATE OF HELINGIS MY COMMISSION FRANCES 3/18/96		
		, CO

ILLINOIS:-SINGLE FAMILY:-PHMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 6 OF 6 FORM 3014 9/80