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## MORTGAGE

The more	gagor is DONALD	ecurity Instrument") E. WILSON MARI		WILSON R		
HARRIS	TRUST AND SAVI	NGS BANK	L.•		("Borrows:	r"). This Security Instrument is given
under the	laws of THE ST	ATE OF ILLINOIS			···	which is organized and existin
111 WES	ST MONROE STRE	et chicago, ili	INOIS 60603			(*Lende
	owes Landar the pri					
Dollars (l			•	•		ne date as this Security Instrument
This Secu and modif Security Is	nity Instrume a sicurifications of the 1400 natrument; and ( ) the	res to Lender: (a) the ; (b) the payment of a performance of Bo	repayment of the de all other sums, with rrower's covenants a	interest, advanced upde	, with interest paragraph ? Security Inst.	Navember 1st, 2009  It, and all renewals, extensions  To protect the security of this rument and the Note. For this in  County, Illinois
LOT 66 I	N THE RESUBDIV	iston of Lots i.	AND LOTS 4 TO	30, BOTH INCLUSIVE,	, IN	and the state of t
BLOCK I	1, LOTS I TO 30, B	OTH ILCLUSIVE.	IN BLOCK 2, LOT	S I TO 30, BOTH INCL	USIVE,	
I B 3, LO	TS 1 TO 9, BOTH	INCLUSIVE, AND	LOTS 12 TO 29, BC	TH INCLUSIVE, IN BI	LOCK	
4, LOTS	1 TO 5, BOTH INC	LUSIVE, A (D LC)	S 8 TO 29, BOTH	INCLUSIVE, IN BLOCI	K 5,	
LOTS 1 T	ro 3 <mark>0, both inc</mark> l	USIVE, IN BLOCK	6. LOTS 1 TO 30 I	BOTH INCLUSIVE, IN	BLOCK	Fig. 1
7 AND LS	S 1, 2, AND LOTS 6	TO 30, BOTH IN	LUS VE, IN BLOC	K 8 IN DEWEY AND		and the second of the second o
CASTET	TER'S SUBDIVISIO	N OF BLOCKS 1,	3 AND 4 IN THE	SUBDIVISION BY FRE	EDERICK -	
M. JONE	S' AND OTHERS I	N THE WEST 1/2 O	F S EC'. 10N 29, TO	WNSHIP 38 NORTH, I	RANGE 14,	· 100 · 100
EAST OF	THE THIRD PRIN	CIPAL MERIDIAN	, IN COOR COUN	ΓΥ, ILLINOIS.		and the first of the second second
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PIN # 20-2	29-101-019	and the second second		45.0	a land d	the transfer to the first of the second
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AND ALL	, MARITAL AND E	IOMESTEAD RIGH	TS.	9/,		
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thich has I	the address of		[Street]	<del></del>		[City]
linois	60636		"Property Address")	•		Compatition is now, 5
ereafter a eferred to BORI	part of the property in this Security Instr ROWER COVENAN	. All replacements a amoust as the "Propert ITS that Borrower is	and additions shall a y".  lawfully seised of the seised o	ise he covered by this S he estate hereby conveye	ecurity in the	enences, and fixtures now or ment. All of the foregoing is a right of mortgage, grant and or way and and will defend
				o any ancumbrances of reco		a per martin
		UMENT combines on security instrument			uniform cove	nants with (mited variations by
U	NIPORM COVENA	NTS. Borrower and I	ender covenant and	agree as follows:	e* 25	ra tilete i 🗢 più suspine i
ı,	Payment of Princip	al and Interest; Pre	payment and Late C	•		tly pay when due the principal of
2, the day more may attain property; (c) year and construction as estilement for the funds a conder may	Funds for Taxes an nthly payments are d priority over this Sec trly hazard or proper (f) any suma payable remiums. These iten mount a lender for Procedures Act of 19 tets a lesser amount.	d Insurance. Su ue under the Nove, u vurity Instrument as ty insurance premium by Borrower to Len are called "Earrow a federally related 74 as amended from If so, Lender may of Funds due on the	bject to applicable is mill the Note is paid in a lien on the Properties; (d) yearly flood is der, in accordance witems. Lender may ortgage loan may retime to time, 12 U.S. at any time, collect	w or to a written walver in full, a sum ("Funds") if y; (h) yearly leasehold pa isurance premiums, if an ith the provisions of parag at any time, collect and i quire for Borrower's osc C SS 2601 et seq. ("R it and hold Funds in an	by Lender, l'or: (a) yearly ayments or gr syments or gr y; (e) yearly r graph 8, in lie hold Funds in row account in tESPA"), unit amount not le	Borrower shall pay to Lender on taxes and assessments which ound rents on the Property, if mortgage insurance premiums, u of the payment of mortgage an amount not to exceed the under the federal Real Estate as another law that applies to a exceed the lesser amount, res of future Escrow Items
Lender is harge Sorre nya Borrow ny a one-tir rovides oth	such an institution) of ower for holding and wer interest on the Fu me charge for an ind nerwise. Unless an	or in any Federal Hor d applying the Funds ands and applicable is ependent real estate to agreement is made	me Loan Bank. Lend, annually analyzing were permits Lender to ix reporting service to applicable law re	der shall apply the Funds the escrow account, or a make such a charge. He ised by Lender in connect	to pay the Exverifying the owever, Lend tion with this d, Lender sh	r, or entity (including Lender, scrow Items. Lender may not Escrow Items, unless Lender ler may require Borrower to loan, unless applicable law all not be required to pay at shall be paid on the

Form 3014 9790 (page t of 4 pages) Initials:

ILLINOIS -Single Family -Famile Mae/Freddie Mac UNIFORM INSTRUMENT

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify 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 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 Punds held by Lender. If, under paragraph 21, Lender shall sequire 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 Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any 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 leasehold payments or ground cents, 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 furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lieu by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordings 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 identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or property Immurance. Borrower shall keep the improvements now existing or hereafter erected on the Property instead against loss by fire, hereafter selected within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance whis insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance of all to chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Eurower fails to maintain coverage were rived above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Propesty in accordance with paragraph 7.

All insurance policies and an vals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and relew s. If Lender requires, iterrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Parriwer 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 otherwire agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is see in writing, insurance proceeds shall be applied to the sums secured 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 point to Borrower. If Borrower shandons the Property, or does not summing away a notice from Lender that the insurance carrier's as of ered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors 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 wrung, any application of proceeds to principal shall not extend or postpone the due of the monthly payments referred to in paragraphs 1 and in clange 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, Preservation, Maintenance and Protection of the I roperty; Borrower's Loan Application; Lesscholds.

  Shall occupy, establish, and use the Property as Borrower's principal residence for at least one year 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 uncreasonably withheld, or unless extensating 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, where civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the feet for created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in party as the Borrower'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 false or inaccurity interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurity instrument is to a 1 sechold to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is to a 1 sechold, Borrower shall comply with all the provisions of the feese. If Borrower sequires foe title to the Property, the leasehold and the fee all shall not merge unless Lender agrees to the merger in writing.

  7. Protection of Lender's Blaber in the Property as a principal residence.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverage and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is successive to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying all sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower sourch by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest from the debt of obsumement 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 his Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the rortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance previously in effect, for any reason, the rortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the stortgage insurance previously in effect, from an alternate mortgage insurance of the substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu 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 period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

  9. Inspection. Lender or its asset may make reasonable entries unon and inspections of the Borrower.
- 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 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 Londer.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the 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 Horrower 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.

- Extension of the time for payment or modification of amor-11. Borrewer Not Released; Forbearques By Lender Not a Waiver. tization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to want release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any success A is interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reconst. any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or re-sady shall not be a waiver of or preclude the exercise of any right or remedy. 1
- 12. Successors A 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 17. Borrower's covenants and agreements shalf the joint and reversit. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Induced 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, medify, "orbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- If the loan action by this Security Instrument is subject to a law which sets meximum loan charges, and that 13. Loan Charges. law is finally interpreted so that the interest or other loss 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 he amount necessary to reduce the charge to the permitted fimit; 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 to der the Note.
- Any notice to Borrower provided for in his 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 other address Lender designates by notice to Borrower. Any notice provinct 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 or soverned 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 Section Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 'tot' 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,
  - Borrower shall be given one conformed copy of the Note and of this Security Instrument. 16. Borrower's Copy.
- If all or any part of the Property or any interest in it is sold or 17. Transfer of the Property or a Beneficial Interest in Burrower. transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a news, person) without Lender's prior written ent. Lender may, at its option, require immediate payment in full of all sums secured by this security instrument. However, this option shell not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Indianant.

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

- If Borrower meets certain conditions, Borrower shall have the right to he a enforcement of this 13. Borrower's Right to Reinstate. Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable (av 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 wir Security Instrument and the Note sa 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17. TREAT TERRORATION BY SERVICES
- The Note or a partial interest in the Note (together with this Security Instrument) may 19. Sale of Note; Change of Loan Servicer. be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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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 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 Lender written notice of any investigation, claim, demand, Iswanit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyds, 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 containing asbestos or solvents. tal protection.

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

NON-UNIFORM COVENANTS. Borrower and Leader further covenant and agree as follows:

21. Acceleration; Remedies. Leader shall give notice to Borrower prior to acceleration following Borrower's breach of a covenant or agreement in this Socurity 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 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 runns secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the love owner proceeding the non-existence of a default or any other default of Borrower to acceleration and foreclosure. If the descript instrument of the date specified in the notice, leader at its option may require immediate payment in full of all my is secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limit d 20, reasonable attorneys' fees and costs of title evidence.

22. Release.	Upon paymers of all sums secured by this Security Instrument, Lender shall release this Se rrower shall pay my recordation costs.	curity Instrument without
charge to Borrower. Bor	rrower shall p by / ny recordation costs.	-

charge to norrower. Borrower strait it is any recordation	COMI.	
23. Waiver of Homestead. Borrower waiv	es all rights of homestead exemption in the Proper	ıy.
Instrument, the covenants and agreements of each such .		
agreements of this Security Instrument as if the rider() w [Check applicable box(es)]	ver) a part of this Security Instrument.	•
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	1.1 aned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rete Impovement Rider	Second Home Rider
Other(s) [specify]	(1)	
BY SIGNING BELOW, Borrower accepts and rider(s) executed by Borrower and recorded with it.	agrees to the term with covenants contained in t	his Security Instrument and in any
Signed, sealed and delivered in the presence of:	W. A.	
	X Noned L	Wilson (Seal)
	DONALD E. WIT SON	-Borrower
	Social Security Number 348	-28-0044 
	KBuly & Willy	(Seal)
	Ruby K. Wilson ** Is ex	CUTING THIS MORTGAGE Borrower
	Social Security Number	
		(Seal)
	SOLELY FOR THE PURPOS	SE OF W. UVII/G ANY AND ALBOHOWER
	Social Security Number	
		(Soa!)
· ·	MARITAL AND HOMESTEA	AD RIGHTSBorrower
	Social Security Number	
[Space I	Below This Line For Acknowledgment)	
STATE OF ILLINOIS	County ss: CO	
1. 七年 いんとといめい AND RUBY	Mr. WILSON, HUSBAND AND WIFE	or said county and state do hereby certify
	personally known to me to	be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before m		they
signed and delivered the said instrument as their		the uses and purposes therein set forth.
Given under my hand and official seal, this	27th day of October, 1991	<u>(6</u>
My Commission Expires: \$\\3\95	July WIT	AL SEAL"
This Instrument was prepared by:	Notary Public	
Return To: HARRIS TRUST AND SAVINGS BAN	,	AL SEAL"  MicCarthy

3 TRACES

111 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

Form 3014, 9/90

(may 4 of 4 mays)

BOX 333-CT

Motern Cutting, State of Hurray

'r County