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DIVORCED AND NOT SINCE REMARRIE		("Borrower"). This Security	Instrument is given to
HARRIS BANK BARRINGTON; NAME I THE UNITED STATES 201'S GROVE AVENUE BARRINGTON, II	OF AMERICA - CONTROL OF AMERIC	which is o	rganized and existing and whose address is "Lender").
Borrower owes Lender the principal sum of Forty Four Thousand and 00/1000	El processo funda esta esta esperante en el esta en esta esta esta esta esta esta esta esta	er geografia Geografia Geografia	
Dollars (U.S. / 44,000,00	). This debt is evidenced by Borrower's	s note dated the same date as th	is Security Instrument
and modifications of it is Note; (b) the pay Security Instrument, and the performan purpose, Borrower do a hir leby mortgage, COOK.		ced under paragraph 7 to prote under this Security Instrument a scribed property located in	ct the security of this
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CORPORATION OF ILLINOIS, AS TRUST	DBY DEED I ROM CHICAGO TITLE AND THE EE UNDER TRUST AGREEMENT DATED D	ECEMBER 15,	
1988 KNOWN AS THUST NUMBER 10924	43 TO JAN M. JORIAN AND KIMBERLY A. I	EVANS	. 5
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("Property Address"); oritanoparata a significati<mark>. Zip Codel</mark>let initi di singa He viewstage

Together with all the improvements now or hereafter erected on the property, and all easements appropriate appropriate and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security astrument. All of the foregoing is referred to in this Security instrument as the Property.

BORROWER COVENANTS that Borrower is lawfully selsed 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 warra is and will defend generally the title to the Property against at claims and demands, subject to any encumbrances of record.

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

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

i. 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 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 full, 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, its very hazard or property insurance premiums; (d) yearly leasehold payments or ground rents on the Property, its very hazard or property insurance premiums; (d) yearly leasehold payments or ground rents on the Property, its very hazard or property insurance premiums; if any; (e) yearly host ground rents on the Property, its very law is 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 "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2801 et seq. ("RESPA"), unless another law that applies to the Funds, sets a lesser amount. If so, Lender may, at 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 federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or 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 tax reporting service used by Lender in connection with this loan, 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 any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

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Funds. Lender shall give to 30m way without discret, a names accounting of the Funds, showing the fifth and sebits to the Funds and the purpose for which each debt to high reads. The tunds are purpose as additional recurry for all a line secured by this Security 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 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 Lander 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; second season.
- 4. Charges; Liens. Borrower shall pay dil taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, 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 payments. 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 lien 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, in greenent satisfactory to Lender subordinating the lien to this Security Instrument.—If Lender-defermines 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. Hazz do Property Insurance. Borrower shall keep the Improvements now existing or hereafter erected on the Property Insured against loss by the lazards included within the term extended coverage and any other hazards, including floods or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the injurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower talls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragram?

All insurance pulcipations of 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 it, a, Porrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly by Borrower.

Unless Lender and Borrower attended 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, or id be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any elessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not does not sense within 30 days a notice from Lender that the insurance arter has offered to settle a claim; then Lender may collect the insurance proceeds at Lender may use the proceeds to repair or restore the Proprint, 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 paragraph. If 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 principles and proceeds resultingsfrom damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this fee unity instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal rusio ince within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal rusion, ince within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal rusion is identified to reach the execution of this Security Instrument of the Property of the execution of proceeding, which consent shall not destroy, damage or impair the Froperty allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith determination, precludes full interest. Borrower may cure such a default and reinstate, as provided in a paragraph 18, by causing the action or proceeding to be idemissed with a ruling that, in Lender's good faith determination, precludes full 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 talse or inaccurate Information; in a temperature of the Property as a principal residence. If this Security Instrument is an a leasehold, Borrower shall comply with all the provided residence of the Property as a principal residence. If this Security Instrument is an a leasehold, Borrower shall comply with all the providence of Lander's Richts in the Property. If Borrower faile to Protection of Lander's Richts in the Property.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the coverants 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 leave on regulations), then Lender may in end psyling research the value of the Property and Lender's rights in the Property. Lender's actions may inclu-er syling-any sums, secured, by, a, lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys less remaining 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 Lander under this paragraph 7 shall become additional debt of Borro ver 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.

- instrument, Borrower shall pay the premiums required mortgage insurance as a condition of making the loan of the mortgage instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any rec on the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to other coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent its the cost to Borrower at the mortgage insurance previously in effect, at a cost substantially equivalent in the cost to Borrower at the mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these as, ments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required; at the option of Lander; 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 alloss 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 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 Lender.

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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 legual, 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the tair 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 Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemor 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 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 sume secured by this Security instrument granted by barder to any successor in interest of Borrower shall not operate to release the flability of the griginal Borrower or Borrower's successors in interest, Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify amortization of the sume secured by this Security Instrument by a so 1 of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in excessing any right or smally shall not be a waiver of or proclude the exercise of any right or remedy.
- 12. Success ore and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be refit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreement but does not execute the Note:

  (a) is co-signing this Security Instrument but does not execute the Note:

  Security Instrument; (b) is not pe sor if y obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extent, in odify, forbest or make 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's cur'id by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest correction 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 termits at limits will be reduced to borrower. Lender may choose to make this returnd 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 of rige under the Note.
- 14. Notices. Any notice to Borrower provided to 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 metro. 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 provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragrap.
- 15. Governing Law; Severability. This Security instrument of 11 or 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 Society instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are defear of to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Nr in 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 nature' person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security are rument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall rivovide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secure; by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies per nitter 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 flave inforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable in may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) endy in a degree of contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due up are this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pro all expenses incurred in entorcing this Security Instrument, including, but not limited to, reasonable attorneys' less; and (d) takes a charton as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's of its on 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 three 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 proceeding 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. and a second

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Borrower shall promptly give Lender 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 on 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 percletum in products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos 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: Antionic

inducial procession. Lender shall be entitled to collect :	ent without further demand and may foreclose this Security instrument by all expenses incurred in pursuing the remedies provided in this paragraph
21, including, but ict limited to, reasonable attorneys' fee	on the property of the control of th
$\mathbf{Q}_{\mathbf{A}}$	in the control of the
22. Refease. Upra payment of all sums secured charge to Borrower. Borrol earnall pay any recordation cost	by this Security Instrument, Lender shall release this Security Instrument without
23. Walver of Homestead Borrower walves all ri	ghts of homestead exemption in the Property.
24. Riders to this Security instrument. If one or instrument, the covenants and agreement of each such ride agreements of this Security Instrument as if it a "Lor(s) were [Check applicable box(cs)]	,这一点大小玩,大脸一点点点,这一点一下一点,\$P\$不是 <b>你这个女孩的女孩,你没想你说,我</b> 你们这些 <b>你</b> 是
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Other(s) [specify]	Borrow a securing the property of the control of th
BY SIGNING BELOW, Borrower accepts and agree rider(s) executed by Borrower and recorded with it.	s to thy tem's and covenants contained in this Security instrument and in any
Signed, sealed and delivered in the presence of:	F. Grace of the state of the control
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[Space Below	This Line For Acknowledgment
STATE OF ILLINOIS	County as:
I, DOVALD R. RAUSEAGERT	a Notary Public in and for said county and state do hereby certify
that ELENA A. CIONE	e fg. Baja ut Mour, Charge of Loss Services . Colos Services
The second contract of the contract of the second of the s	personally known to me to be the same person(s) whose name(s)
signed and delivered the said instrument as him/her	this day in person, and acknowledged that the late of the and voluntary act; for the uses and purposes therein set forth.
Given under my hand and official seal, this 31st	day of December 1993
My Commision Expires:	Charles Charles
	NOTARY PUBLIC STATE OF ILLINOIS
This Instrument was prepared by: CATHY ARMSTRONG	MY COMMISSION EXP. AUG. 28,1997

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HARRIS BANK BARRINGTON, NA 201 S GROVE AVENUE BARRINGTON, ILLINOIS 60010

Mac. S.