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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on Max. 15, 1994 The morrespor is

SUMPLE J LONG AND BRANZER W LONG , HIS WIFE

("Borrower"). This Security Instrument is given to

FIRST PEDERAL BANK FOR SAVINGS which is organized and existing under the laws of THE UNITED STATES OF AMERICA 749 LWE ST., LES PLAIMES, IL. 60016

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

ONE RUNDRED THOUSAND OLCLY

). Tais debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 100,000.00 Instrument ("Note"), which provides for monthly payments, with the full dept, if not paid earlier, due and payable on Apr. 1, 2024 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to provide the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Burrower does hereby mortgage, great and convey to Lender the following described property located in

COOK County, Illinois:

LOT TWO MUMBRED TEIRTY-FIVE (235) IN ARIENTON TERRACE UNIT NO. 3, A SUBDIVISION IN THE MORTHELST AND NORTHWEST QUARTER (1/4) OF SECTION 21, TOMESHIP 42 MORTE, BANGE 11, BAST OF THE TAIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT TRERBOY REGISTERED IN THE OFFICE OF 122 REGISTRAR OF TITLES OF COOK COUNTY, TELINOIS, ON JUNE 23, 1965, AS DOCUMENT NUMBER 2215606.

PERMANENT INDEX MUMBER: 03-21-112-013-0000

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THE SEE TRAN 1347 93/22/94 16:33:69 #2日 * CT - * - 9 4 - 261096 COOK COUNTY RECORDER

which has the address of

1220 E AVEN LN

(Zin Cute)

60004

("Property Address");

ILLINOIS - Se gir Panily - Fundo MacFroddie Mar UNIFORM INSTRUMENT ARLT & TOW HEIGHTS [City]

Form 3014 9/90 (page 1 of 6 pages) Great Labon Buciness Ferms, Inc. Ma To Green Call: 1-800-530-9283 ☐ FAX 416-721-1731

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TOGETHER WITH all the improvements now or hereafter treated on the property, and all easements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any engumbraneou of record.

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. Rorrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any 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 tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an assount not to exceed the maximum amount a lender for a tederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settleme. Frocedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 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 proenditures of future Escrow Items or otherwise in accordance with applicable Itw.

The Funds shall by 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 as reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law equires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and cender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, on annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums

secured by this Security Instrument.

if the Funds held by Lender exceed the amounts permitted to be held by applicable lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If it amount of the Funds held by Lender at any time is not sufficient to pay the Escrow froms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount recessory to make up the deficiency. Burrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall a quire or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the sums of acquisition or sale as a credit against the sums

secured by this Security instrument.

3. Application of Payments. Unless applicable law provides of nerwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges out of ider the Note; second, to amounts payable under Unless applicable law provides o'nerwise, all payments received by Lender under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any low charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, times 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 payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shan 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 Linder; (b) contests in good faith the lien by, or defends against curorcement of the Hen in, legal proceedings which in the Linux's opinion operate to prevent the enforcement of the lien; or (c) seconds from the holder of the lien an agreement disfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien to 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.

shall satisfy the lien or take one or more of the actions set forth above which is rough to the giving or hereafter exceted on the S. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter exceted on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including the insurance shall be maintained in the amounts and Countries insurance.

ITEM 1679/2 (0202)

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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 withhold. If Burrower fails 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered so 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 paregraph 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 Property; Borrower's Loan Application; Leuseholds Baro ver shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year. See the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhe it. or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or any air the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture of the Property or otherwise materially impair the iten created by this Security Instrument or Lender security interest. Borrows may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good buth determination, precludes feeledure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument of Lender's security interest. Borrower shall also be a default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Under (or failed to provide Lender with any material information) in connection with the form evidenced by the Note, including, but not firnited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower shall comply with all the provisions of the lease. If Burrower acquires for title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower tails to perform the community and agreements contained in this Security Instrument, or there is a lead proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, probat, for condemnation or torfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sums sociared by a lien which has penetry over this Security Instrument, appearing in court, paying reasonable attorneys' fees and enture g on the Property to make repairs. Although Lender may

take action under this paragraph 7. Lender does not have to do

Any amounts disbursed by Lender under this paragraph 7. had become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other term, 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. Martgage Insu 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or course in he in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage in urance previously in effect, at a cost superantially equivalent to the cost as Borrower of the mortgage insurance previously as effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is an available, Borrower shall pay to Lender each mount a sum equal to one-twelfth of the yearly mortgage insurance premitth being paid by Borrower when the insurance coverage tapsed or ceased to be in effect. Lender will accept use and retain this; 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 insurar approved by Lender again becomes available and is obmined. Borrower shall pay the premiums required to maintain nortgage 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 Leavier or applicable law.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower antice at the time of or prior to an inspection specifying reasonable value for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection with 16. Condemnation. Form 3014 3/96 (page 1 of 6 pages) ITEM :87613 192025

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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.

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 sams secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make n award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Leader 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. Rorrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment Extension of the time for payment or modification of an ortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower sand not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify a no tization of the sums secured by this Security Instrument by reason of any demand made by the original Porrower on Signitures's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclede the exercise of any right or remedy.

12. Successors and A six bs Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bur and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covere 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 water 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 make any accommodations with regard to the terms of this Security Instrument or the Note without that

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so un'a the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) way 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 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, i coder designates by notice to Borrower. Any notice provided for in this Security histrument shall be deemed to have been given to Borzower or Lender when given as provided

in this paragraph.

15. Coveraing 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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Flote are decirated to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Now 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 paymen in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is preclaimed by federal law as of the date of this Security Instrument

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 provide sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leafter may invoke any

remedies permitted by this Security Instrument without further notice or demand on Burrower.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrover's Right to Reinstate. enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as TEM 1876L4 (0207)

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (h) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable aitorneys' 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 liastrument and the obligations secured hereby shall remain fully effective as it 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 Loue Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer 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.

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 quantaties of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Bortower 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 or Environmental Law of which Berrower has actual knowledge. If Borrower learns, or is netified by any governmental or regulatory authority, that any remedial or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take an iron ssary remedial actions in accordance with Environmental Law.

As used in this palagraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasotine, kerosene, other flammable or toxic petroleum proximits, toxic pesticides and herbicides, veight solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Er 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, acrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lewer shall give notice to Possower prior to acceleration following Rorrower's breach of any covenant or agreement in the Security Instrument (but not prior to acceleration under puragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the defends; (c) a dote, not less than 30 days from the date the make is given to Burrower, by which the default must be cured; and (d) that failure to care the default or or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrumers, Jorechamre by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the rigid to reliastete after acceleration and the right to assert in the foreclesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclusure. If the default is not cured on ar before the fate specified 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. I ender 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 ensts of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Rorrower. Borrower shall pay any recordary, a costs.

C/C/T/S OFFICE 23. Waiver of Hymestead. Borrower waives all right of homestead exception in the Property.

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24. Riders to this Security Instrument. If o				
this Security Instrument, the covenant; and agrees	ments of es	th such rider shall be inco	rporated into and sl	nali amend and
supplement the covenants and agreements of th	is Socurity	Instrument as if the rick	er(s) were a part o	f this Security
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Other(s) [specify]				
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