94326972

Above This Line For Recording Date]

MORTGAGE

Loan No: 3110031105

THIS MORTOAGE ("Security Instrument") is given on April MAREK CIOLEK, FMA CIOLEK, Husband and Wife

08th, 1994

. The mortgagor is

("Borrower"). This Security Invary sont is given to DMR FINANCIAL SERVICES. INC.

which is organized and existing under the law of the State of Michigan address is 24445 NORTHWESTERN HWV #100

, and whose

SOUTHFIELD, MI 48075

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

ONE HUNDRED FIVE THOUSAND SEVEN HUMBLED FIFTY AND 00/100

Dollars (U.S. 8

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full dobt, if not paid earlier, due and myable on May 01st2024 ... This Security Instrument secures to Lender: (a) the repayment of the debt with secul by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, will interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (e) the performance of Borrower's edverious and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and canyey to Lender the following described property located in County, Illinois:

LOT 9 IN THE RESUBDIVISION OF LOTS 1 AND 4 IN BLOCK 12 IN TURNER PARK LAND ASSOCIATION SUBDIVISION OF THAT PAPERS FOR WEST 1/2 OF THE MONTHMXSSO 1/4 OF SECTION 28, FOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN CYING MORTH OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS,

G.C M.C \*\*NORTHWEST DEPT-01 RECORDING

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COOK CODATY RECORDER

12-28-116-013-0000

which has the address of 2016 LINCOLN, FRANKLIN PARK

60131

("Property Address");

[Zip Code]

ILLINOIS - Single Family - FNMA/PHLMO UNIFORM INSTRUMENT Form 3014 9/80 Amended 5/81 ·4#([L](0212).01

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TOGETHER WITH all the improvements now or hereafter erected 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. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select 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 encumbrances 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, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Propayment and Late Charges. Borrower shall promptly pay when the principal of and interest on the debt evidenced by the Note and any propayment 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, 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 then 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 maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Scattement Procedures Act of 1974 as amended from the c to time, 12 U.S.C. Section 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 Ponds due on the basis of current data and reasonable estimates of expenditures of fature Escrow Herns of 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 a bestimiton) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for ower 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 his reporting service used by Lender in connection with this loan, rate is 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 in crest shall be paid on the Funds. Lender shall give to Borrower, without charge, an 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 annumar permitted to be held by applicable him, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable him. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow thems 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 me more than twelve mentally payments, at Lender's sole discretion,

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Dorrower any Famils held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Fands hold 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 Londer 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, three out impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or glocal tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not publ 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 on lending the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument codes Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opane, operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender sobordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may can a priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Burrower shall satisfy the lien of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fice, hazards included within the term "extended coverage" and any other hazards, 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 Borrower 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 renowals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renowals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renowal 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 scentily 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 Harrower. If Borrower abandons the Property, or does not answer 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 accuired 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; Leaseholds. Borrower shall occupy, e. ab ish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and (6.0) continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lenger aberwise agrees in writing, which consent shall not be unceasonably withheld, or unless extenuating 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, whether civil or criminal, is nogue that in Lender's good faith judgment could result in forfeigure of the Property or otherwise materially lupair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a definid and reinstate, as provided in paragrap'. W, by emising the action or proceeding to be dismissed with a rating that, in Lender's good fuith determination, precludes forfoliuse of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Legaer's security interest. Borrower shall also be in default if Borrower, during the form application process, gave materially false or in a unite information or statements to Lender (or failed to provide Lender with my nysterial information) in connection with the logic syldenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee 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 Borre we fails to perform the covenaus and agreements contained in this Security Instrument, or there is a logal proceeding that may sign!ficuntly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condomination or forfeiture or a cuforce 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 same secured by a lien which has priority over this Security Lastrament, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may inke action under this paragraph 7, Lender

does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 shall become adding at debt of Horrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these includes shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Arrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the foar secured by this Security tostrament, Borrower shall pay the premiums required to maintain the mortgage insurance to effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, and cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance insurance coverage is not available, Borrower shall pay to Lender et a month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage importance to eased to be an effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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paymonts may no longer be required, at the option of Londer, it murigage information coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Horrower 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 agent may make reasonable entries upon and inspections of the Property. Lender shall give

Bossower notice at the time of or prior to an hispection 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 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 accured by this Security Instrument whether or not the sums are then due.

If the Property is abundanced by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claur, 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 Instrume a whether or not then due.

Unless Lender and Eurrhwer 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: Carbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sams seed of by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to refense the liability in 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 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 waiver of or preclude the exercise of any

12. Successors and Assigns Bound; Joint and Peveral Liability; Co-signers. The covanants 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 agreement shall be joint and several, Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-sig ting 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 make any accommodations with regard to the terms of this Secur ty lastrument or the Note without that Borrower's consent.

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 that the interest or other toun cutaries 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 owen under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a pa tial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument study 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 or 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 Scenrity 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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumence, this Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and to relate declared to be severable.

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16. Rorrower's Copy. Hornwer mail be given one conformed copy of me Now and of this Security Instrument.

17. Transfer of the Property or a Heneficial 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 florrower is sold or transferred and Horrower is not a natural person) without Londer's prior written consent, Londer may, at its option, require immediate payment in full of all sums secured by this 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 Instrument.

If Lender exercises this option, Londer 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 lavoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Burrower's Right to Reinstate. If Burrower meets certain conditions, Burrower 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 saic of the Property pursuant to may power of sale commined 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 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 autornoys' fees; and (d) takes such action as Londor may reasonably require to assure that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue inchanged. Upon reinstancement 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 times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer interlated 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 a pricable 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 Environe ental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Parardous Substances that are generally recognized to be appropriate to normal residential uses

Projectly of small qualitates of Pazardous Substances and are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or bridge 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 substance: "gasofine, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials or radning asbestos or formaltehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal are and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to for ower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument tore not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) for 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 Bor ower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the negice may result in acceleration of the sums 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 forceinsure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosus. If the default is not cared on or before the date 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, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided ke me 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 shall 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 Property.

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24. Riders to this Security In Security Instrument, the covernant the covernants to a recements of the (Check applicable by (cs))		ridor shall be incorpora	ted into and shall amend	
Adjustable Fine Rider Orndunted Paymore Ride Baltoon Rides V.A. Rider		lt Dovelopment Rider ontant Rider	[ ] 1-d Family Rider [ ] Hiwerkly Payment Rider [ ] Socond Home Rider	
BY SIGNING BELOW, Borrary rider(s) executed by Borrower Witnesses:			mained in this Security !	
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STATE OF ILLINOIS, COOK		County	rini:	
HAREK CIOLEK, ENA CIOLEK	Husband and Wife, a No.	ary Public in and for calc	d county and state do he	reby certify that
subscribed to the foregoing instrum signed and delivered the said instru Given under my hand and office	nent, appeared before me this diment as LACLA free and		wie iged that the	: V
My Commission Expires:		Notary Public	St. Shope	ead
This Instrument was prepared by:	BONNIE BRAZEAU DMR FINANCIAL SERVICES, 24445 HORTHWESTERN HWY #	INC. DI	scord And Return (c) MR FINANCIAL SERVICE .O. BOX 5084	s
-88(IL) (5212).01 Page 8 016	SOUTHFIELD, MI 48075	\$(	OUTHFIELD MI 48086	Form 3014 9/90
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