CEPT-01 RECORDING T40011 TEM: 1442 04/22/94 15:37:00 43742 1 RV *-94-363306

CODE COUNTY RECORDER

49696

| |Space Above This Line For Recording Date)

PREPARED BY: L. GEACH

MORTGAGE

APRIL 15 THIS MORTGAGE ('Security Instrument'; is given on 15 94 The Bortgager is STEPHEN E. MARTIN AND HEATHER J. MARTIN, HIS WIFE

APX MORTGACE SERVICES, INC.

('Borrower'). This Security Instrument is given to , which is organized and existing

under the laws of ILL ANDIS

1585 NORTH RAID ROAD, PALATINE, IL 60067

Borrower over Lender the principil equ of ONE HUNDRED TWENTY-FOUR THOUSAND AND 00/100 ****124,000.00

Dollais (U.S. 5). This debt is evidenced by Borrover's note deted the came date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not , 2009 paid earlier, due and payable on MAY. secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and

and whose address is

modifications; (b) the payment of all other ums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenents and agreements under this Recurity Instrument and the Note. For this purpose, Borrower doss herely gartgage, grant and convey to Lender the following described property COOK

THE EAST 1/2 (EXCEPT THE EAST 5) REET) OF THAT PART OF THE SOUTH 132 FEET OF LOT 9 LYING EAST OF THE WEST 100 FEET OF THE LOT 9 IN COUNTY CLERK'S DIVISION OF LOT 3 IN THE MODDIVISION OF THE SOUTHWEST 1/4 OF THE MORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. The Contract of the Contract o

PERMANENT TAX ID. 03-29-121-046-0000

ARLINGTON HTS

(City)

Illinois

which has the address of

60004

{Street}
("Property Address");

112 EAST EUCLID AVENUE

[Rip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, 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 seised of the estate hereby conveyed and has the right to mortgage, great 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.

ILLINOIS -Single Femily-Fennie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3014 9/90

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Property of Cook County Clark's Office

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UNIFORM COVEMENTS. Borrower and Lender covenant and agree as follows:

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1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Bogrower 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 SUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written valver by Lander, Borrower shell pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"). forc. (a) yearly taxes and secessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground rents on the Property, if any: (c) yearly hexard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly sortgage 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 cortgage insurance premiums. These items are called "Eacrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the neximus amount a lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Sattlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2401 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 Le, der is such an institution), or in any Federal Boke Loan Bank. Lender shall apply the Funds to pay the Bacrow Items. Denote may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Eastow .twms, unless Lender pays Borrower interest on the Funds and applicable law permits Lende; to make such a charge. However, Lend r lay require Borrower to pay a one-time charge for an independent real setate tex 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 to original Lander shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, thever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of th. Finds, showing credits and debits to the Funds and the purpose for which each debit to the wever, that interest shall be paid on the Punds. Lendar shall give to Borrower, without Funds was made. The Funds are pled ed as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender er seed the amounts permitted to be held by applicable law, Lander shall account to Borrower with me requirements of applicable law. If the amount of the Funds held by Lender at any for the excess. Funds in accordance time is not sufficient to pay the Escrow Irst when due, Lender may so notify Burrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Berrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discrition.

Upon payment in full of all sums secure by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender or 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 prepayrant 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, the principal due; and impositions attributable to the Property which may attain priority over this Security Instrument and leasehold payments or ground ments, 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 furnity to Lender all notices of amounts to be paid under this If Borrower makes these payments directly. Borrower shall it sptly furnish to Lender receipts evidencing the pay-

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 a cep able 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; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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 notical

Borrower shall keep the improvements now exciting or hereafter erected on the 5. HAZARD OR PROPERTY INSURANCE. Property insured against loss by fire, 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 counts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrow's subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above is der 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 a rigage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to tender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the intrance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lendar 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 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 10-day period will begin when the notice is given.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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Form 3014

A SECTION AND A SECTION ASSESSMENT

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- 8. 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 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 after the date of occupancy, unless Landar otherwise agrees in writing, which consent shall not be unressonably withheld, or unless extending discussiones exist which are beyond Bossower's control. Bossower 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 begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security. Instrument Lender's security interest. Borrower may cure such a default and resnatete, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfacture of Sorrower's interest in the Property or other meterial impairment of the lien created by this Security Instrument or Lendis's security interest. Surrower shall also be in default if Burrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Mote, 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 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 Borrower fails to perform the covenants and agreements contained in this Serurity 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 condensation or forfeiture 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 i clide paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable /ithrney's feem and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender on a not have to do so.

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

- 8. MORTGAGE INSURANCE. It 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. reason, the mortgage insurance coverage entired by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equipment to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mo tgags insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent morty of fearance coverage is not available, Borrover 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 these payments as a loss reserve in lieu of mortgage insurance.

 Loss reserve payments may no longer be required, at or cotion 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 mortgige 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
- 9. INSPECTION. Lender or its agent may make reasonable muries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specify or resonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for de aces, 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 small 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 . Final to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless ic. tower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the macount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divi ed 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 that that the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or inless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument (heth)r or not the sums are then

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the cridianor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the late 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 WAIVER, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify exortization 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 of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND 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 shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lendar 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 Borrower's con-

Fannie Mee/Fraddie Mec UNIFORM INSTRUMENT

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13. LOAN CHARGES, If the loan secured by this Security Instrument is subject to a law which ests maximum loan charges, and that 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 the amount necessary to reduce the charge to the permitted limit; and (b) any sums wiready 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 florrower provided for in this Security Instrument shell be given by delivering it or by mailing it by first class mail unless applicable law requires one 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 pail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this decurity instrument shall be deemed to have been given to horrower or Lender when given as provided in this peragraph.

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by fedoral law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. BORROWYA'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold of ransferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person ; without 'erder's prior written consent, Lender 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 up'ich, Lender shall give Borrower notice of acceleration. of not less than 10 days from the drite the notice is delivered or mailed within which Borrower must pay all summ secured by this Security instrument. If Sorrow 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.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower mests certain conditions, Borrower shall have the right to have enforcement of this Security Instrument di continued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may epecify for reinstatement 1 before asle 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 this Security Instrument and the Mote as if no acceleration had occurred; (b) cures any default of any other covenants or any amounts; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterny a fees; and (d) takes such action as Lender may reasonably require to assure that the lies of this Security Instrument, Louer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchange. 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 rein-Upon reinstatement by Borrower, this Security Instrument and state shall not apply in the case of acceleration under parameter 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 Servicer") that collects monthly payments due today the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of 15. 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 sade. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Sorrower shall not cause or parmit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrover shall not do, nor allow proper else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentered shall not apply to the presence, use, or storage on the Property of small quantitles 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, deland, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Sazardo. Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental in legulatory authority, that any removal or other remediation of any Paxardous Substance affecting the Property is necessary Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Magardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petrol (w. products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive referrals. 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:

21. ACCELERATION; REMEDIES. Lender shall give notice to forcewar prior to acceleration following Borrower's breach of any covenant or agreement in this Security 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 10 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 sums this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Surrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured 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 shell be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Property of Cook County Clark's Office

22. RELEASE. Upon Instrument without charge to	payment of all aums Burrower, Borrower		-	•	ent, Lender e	hall release th	is Security
23. WAIVER OF HOMES	TEAD. Borrower water		li right of ho	mestead exemptio	n in the Prope	rty.	
24. RIDERS TO THIS SEC this Security Instrument, th supplement the covenants and	e covenants and agrees	estes	of each such	rider shall be	incorporated	into and shall	tens bness
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