95581101

Loan No. 2044337

Instrument Prepared by:
GN MORTGAGE CORPORATION
Record & Return to
GNMCHIGAGE CARPORATION
aster West Ericketh DESCRIPTION
BEOTHE CREEK, RUNCHMEN 53289

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•	COOK COUNTY RECORDER	

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5278	MOR	TGAGE	
THIS MORTON & C	Security Instrument") is given on	AUGUST 3, 1995	
	ROGERS AND DIANE DICKEN		WIFE
			This Security Instrument is given to
IN MORTGAGE CORPO	ration, a wisconsin corpo	RATION	, which is organized and existing
700 FALLBROOK AVEN	TUE SUTT 293, WEST HILLS, C	ALIEORNIA 91307	("Lender"
orrower tower Leader the pr	rincipal sum o Striv Eight They	sand fire Hundred fifty and f	6/166
ollars (U.S. 3 <b>61.55</b> 9.0	A CONTRACTOR OF THE PROPERTY O	is evidenced by Borrower's an	
curity lastrument ("Note")	, which provides for spentity paymen	tx, with the full debt, if not paid	earlier, due and payable on
UGUST 1, 2025	The state of the s	This Security Instrument secur	* *
	Note, with interest, and all riner rate,		
	est, advanced under paragraph 7 o i		
	covenants and agreements under th	4	
strower does hereby mintg	age, grant and convey to Lender the	lationing described property loc my, Works:	eled in
	OF LOTS 13 TO 16 IN BLOCK, 4		•
	ORTHWEST 1/4 OF THE NORTH		
	TOWNSHIP 39 NORTH, RANGE		
ieridian, in cook co	UNTY, ILLINOIS.		•
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bich has the address of	JISA W JACKSON BLVD		K391
lineris <u>60644-</u>	("Property Addre	M*);	CR.
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Liliania dentic lauria	<ul> <li>Fannie Mac/Freddie Mac UNIFO</li> </ul>	am indiaunieni	Form 3014 9/90

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TOGETHER WITH all the improvements now or hereafter eracted on the property, and all easements, appurtuasiness, 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, grant and convey the Property and that the Property is unencombered, except for encounbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisduction to constitute a uniform accurity instrument covering real property.

UNIPORM COVENANTS. Borrower and Londer 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 thick may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground come on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (c) jourly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provider of paragraph 3, in lieu of the payment of martgage insurance premiums. These items are called "Encrow heems." Lender may, at any time, collect and hold Funds in an amount not to accord the maximum amount a lender for a federally related mort and loan may require for Borrower's excrow account under the federal Real Estate Scalement Procedures Act of 1974 as amended from time at time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Punds sets a larger amount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Loader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Encrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Foderal Home Lean Bank. Lender shall apply the Funds to pay the Escrew beens. Lender may not charge Borrower for in king and applying the Funds, annually analyzing the encrow account, or varilying the Escrew Items, unless Lender pays Berrower interest on the Funds and applicable law permits Lander 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 local inless applicable law provides otherwise. Unless an approximant is made or applicable law requires inserest to be paid, Lander shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, rowever, that interest shall he 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 on played as additional security for all same 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 examp of the Funds held by Lender at any time is not sufficient to pay the Escrow Borrower due, Lurder 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 mountly payments, at Lender's sole discretion.

Upon paymers in full of all same secured by this Security Instrument, Londor shall promptly refund to Surviver any Funds held by Londor. If, under paragraph 21, Londor shall acquire or sell the Property, Londor, prior to the acquisition or sale of the Property, shall apply any Funds held by Londor at the time of sequisition or sale as a credit against the sourced by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground 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 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.

Bogrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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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; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien as 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 shove within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including fluods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Londer's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender's option, obtain coverage to protect Londer'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 poid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender make proof of loss if not made promptly by Borrower.

Unless Lender and flor ower 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 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 florrower. If Bornswer absolutes the Property, or slows not ensurance proceeds. Lender may use the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to regard 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 oriting, any application of proceeds to principal shall not extend or prospone the due date of the monthly payments referred a language plant 2 or change the assount of the payments. If under paragraph 21 the Property is acquired by Lender, Bo rower'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 isomediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Long Application; Lonscholds. Borrower shell occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security [astrument and shall continue to occupy the Property as Berrewer's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extensisting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, domage or impair the Property, allow the Property to deteriorate, or commit waste on the respecty. Burrower shall be in default if any furfature action or proceeding, whether civil or criminal, is begun that in Lemba's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Society Instrument or Lender's security inserest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by assing the action or proceeding to be disminsed with a ruling that, in Lender's good faith determination, procludes forfeiture of no horrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Locin's security interest. Borrower shall also be to default if Borrower, during the lean application process, gave materially also or inaccursts information or statements to Lender (or failed to provide Lender with any material information) in connection with the hein evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Projecty as a principal residence. If this Security Instrument is on a lease old, Borrowar shall comply with all the provisions of the lesse. If Borrower acquires fee title to the Property, the lessehol; 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 Socurity Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may 60 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 secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable amorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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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.

- 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 ispace or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage insurance is 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 the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Between 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. Letter 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.
- 16. 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 occurred by this Socurity Instrument, whether or not then due, with any events 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 helpre the taking, unless Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be ed of the security 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, unless Borrower and Lenous sherwise 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 1. Horrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 1.1 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restorator, 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. Becrewer Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the adjust Borrower or Burrower'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 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) in 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 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 Borrower's consent.

13 Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that law is finally interpreted to that the interest or other loss charges collected or to be collected in consistion with the loss exceed the permitted limits, then: (a) any such loss 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 Boirower 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 designed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Laws 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 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.

16. Horrower's Copy. Surrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property of a Beneficial Interest in Borrowell all or any part of the Property of any interest in it is said 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 payment in full of all sums secured by this Security Instrument. However, this option was not be exercised by Lender if exercise is prohibited by federal law as of the ties of this Security Instrument.

If Londer exercises this option, Lender shift give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the data the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these arms prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- IS. Burrower's Right to Reinstate. If Borrower meets certain conditions, Borrower 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 reinstantment) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument, and the Note as if no acceleration had occurred; (b) curve any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the best of this Security Instrument, Lender's rights in the Troperty and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon collection 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 Berrower. 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 quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawssist or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is untified by any governmental or regulatory authority, that any regulator other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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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, herosene, other flammable or toxic petroleum products, toxic petroleum 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-UNIPORM COVERANTS. Borrower and Londor further coverant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower 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 iess than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to care the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclasure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relaxiste after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of 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 receive this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing in a remodies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon page and of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Walver of Homestead. Bor war waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

instrument.		•
[Check applicable box(es)]		
Adjustable Rate Rider	Condo ninium Rider	1-4 Pamily Rider
Graduated Payment Rider	Planned Unit Development Rider	Biwockly Payment Rider
Balloon Ridor	Rate Improvement R det	Second Home Rider
Other(a) [specify]		<u> </u>
	ts and agrees to the lerms and covenar a ce sain	nd in this Security instrument
and in any rider(s) executed by Borrower and re	corded with is.	
Witnesses:	1 10	<b>2</b> .
	Tamy Can	Cl-2- (Seal)
	TOMMY ROGERS	Borrower -
	\ A.k.	Cons
	DIANE DICKENS ROCE	RS (Seal)
	DIGITO HERBIN HOUL	
		(Sest) <u>C</u>
		-Borrower
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STATE OF ILLINOIS, COOK  I. TOMMY ROGERS AND personally known to use to be the same personal personal meters and voluntary and for the uses and purposes free and voluntary and for the uses and purposes.  Sivon under my hand and official seal, this by Commission expires:  This instrument was prepared by:  This instrument was prepared by:  This instrument was prepared by:	DIANE Di (a) whose na i that he/she	ame(a) in/ othey algo t forth.	ROGERS are subscribed to the	Public in and for said of the foregoing instrumen	•
perceip certify that TOMMY ROGERS XND permunity known to use to be the same persons refere me this day in person, and schowledged free and voluntary xx, for the uses and purposes liven under my hand and official seal, this My Commission expires:  This instrument was prepared by:	DIANE DI (a) whose na I that he/she a therein set	ame(a) in/ othey algo t forth.	ROGERS are subscribed to the ned and delivered th	e foregoing instrumen	st, appeared
refore me this day in person, and acknowledged free and voluntary > 1. for the uses and purposes Given under my hand and official seal, this My Commission expires:  This instrument was prepared by:	i that ho/she a therein set	Vthey sign Forth.	ned and delivered th		
My Commission expires:  This instrument was prepared by:	3RD	day of	AUGUST, 1995		
This instrument was prepared by:			) · · · · · · · · · · · · · · · · · · ·		
			this	wife	
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