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COOK COUNTY RECORDER

PREPARED BY:

By Diana Reyes

Eagle Mortgage Corporation 1108-A W. Devon Ave., 5tt. 212 Elk Grove Village IL. 60007



RECORD AND RETURN TO: Eagle Mortgage Corporation 1108-A W. Devon Ave., Ste. 212 Elk Grove Village, IL. 60007

(Spr.ce Above This Line For Recording Data)-

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 07, 1995. The mortgagor(s) is/are Carolina Gusi ("Borrower"), an unmarried woman.

This Security Instrument is given to EAGLE MORTGACE CORPORATION which is organized and existing under the laws of The State of Illinois, and whose address is 1108-A.W. Devon Ave., Ste. 212, Elk Grove Village, Illinois 60007 ("Lender"). Borrower over Lender the principal sum of ONE HUNDRED FOURTEEN THOUSAND Dollars (U.S. \$114,000.00). This dubt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full debt, if hot paid earlier, due and payable on October 01, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renevals, extensions and modifications of the Note; (b) the payment of all other sums, with interest; advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of the Borrower's commants and agreements under a this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois.

LOT 1 IN REID'S SUBDIVISION OF BLOCK 45 IN THE SUBDIVISION OF SECTION 10. TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT ACRES), IN COOK COUNTY, ILLINOIS.

which has the address of 1400 S. HOME AVE., BERWYN.

ILLINOIS

60402

[Street]

[Zip Code] (State)

('Property Address');

PERMANENT INDEX NUMBER: 16-19-119-024, Vol. 002

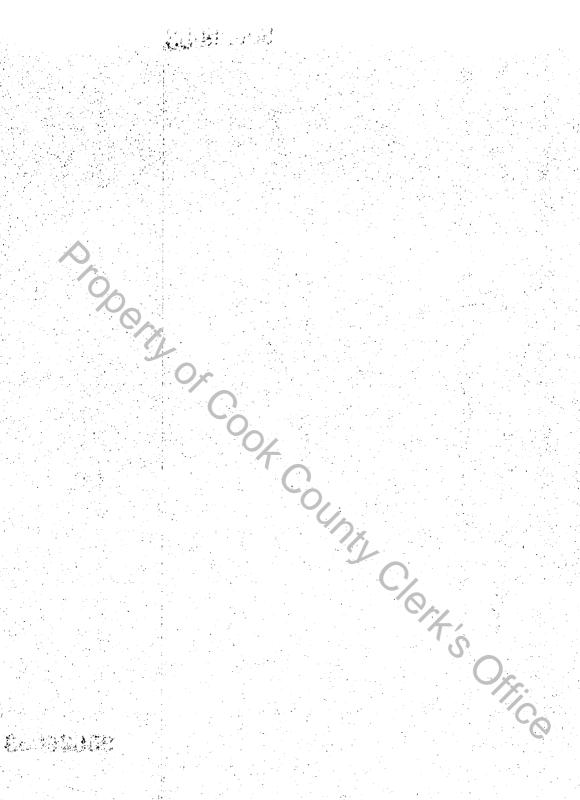
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ILLINOIS - Single Family - Faunie Mac/Freddie Mac UNIFORM INSTRUMENT Page 1 of 8

FORM 8014

Initials

Loan No: 95-003-8540



TOGETHER WITH all improvements now or hereafter exceted on the property, and all casements, appurtences, 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 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to 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; 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 written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under this 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 and 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 sum payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current the and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution, or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge 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 the reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless are agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower may interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest 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 a additional security for all same secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted in he held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the recuirements of applicable law. If the amount of Funds held by the Lender at any time is not sufficient to pay the Escroy Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve anothly payments, at Lender's sole discretion.

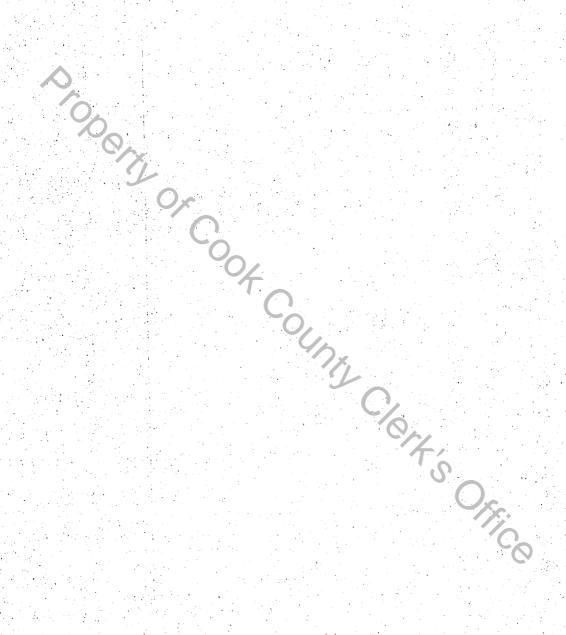
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire of tell the Property, Lender, prior to the acquisition or sale of the property, shall apply any Funds held by Lender at 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 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lieu by, or defends against the 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 Socurity 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

ILLINOIS - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Loan No: 95-003-8840 Page 2 of 8 FORM 3014 9/90 Initials 22



give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more for the actions set

forth above 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 floods and 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, Lander may, at Lender's option, obtain coverage to project 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, Forrower 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 Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damage, 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 the 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 then 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 Bortower otherwise agree in writing, any application of proceed 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 favorage 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 or apy, 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 your after the date of occupancy, unless Lender otherwise agreed in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, danlage or impair the Property, all the Property to deteriorate, or commit waste on the Property. Borrower span be in default if any forfeiture action or proceeding, whother civil or criminal, is begun that in Lender's good faith could result in ferfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lander's security interest. Borrower may cure such a default and reinstate, as provided in the paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien rested by this Security Instrument or Lender's security interest. Berrower shall also be in default if Borrower, during the application process, gave materially false or inaccurate information or statements to the Londer (or miss to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal regidence. If this Security Instrument is on a lensehold, Borrower shall comply with all provisions of the lense. 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 Right in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce 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 secured by a lien which has priority over this Security Instrument, appearing court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to

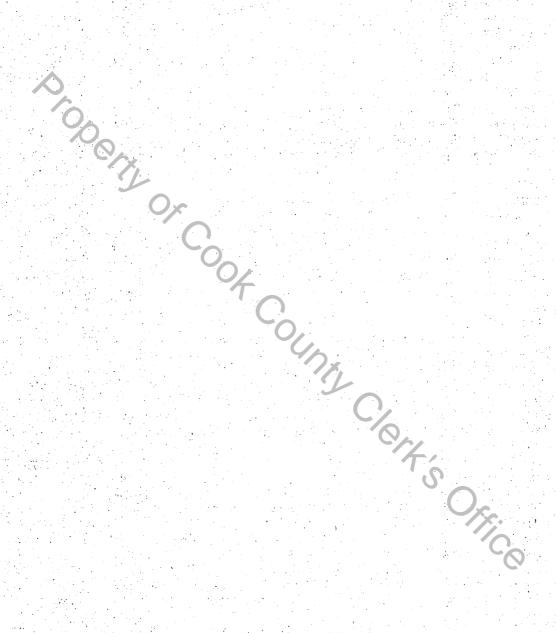
do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer 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 lapses or ceases to be in effect. Borrower shall pay 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

ILLINOIS - Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Loan No: 95-003-8840 Page 3 of 6 FORM 3014 9/90 Initials Ok



in effect, from an alternative mortgage insurer approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay 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 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. Borrower 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 or Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time or prior to an inspection specifying reasonable cause for the

inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of

condemnation, are hereby assigned and shall be paid to Lender.

In the event of the total taking of the Property, 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 fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum; 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 or 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 the 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 seas than the amount of the sums secured immediately before the taking, unless Borrower and Lander 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 effers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or

repair of the Property or to the sums secured by this security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agre; 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 amounts

of such payments.

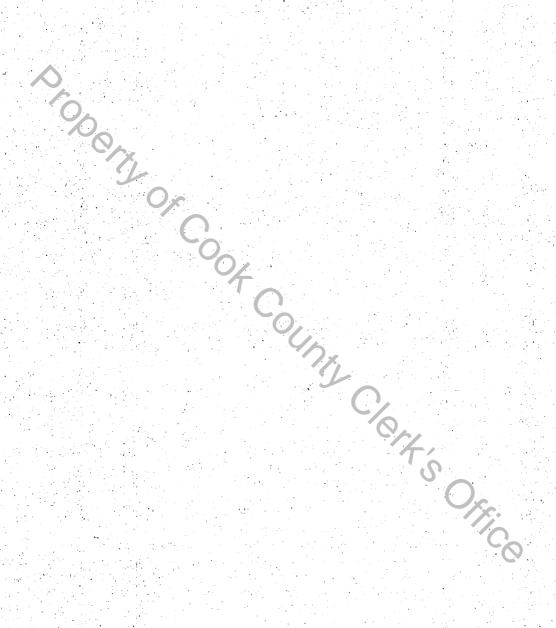
11. Borrower Not Release; Forbearance By Leader Not A Waiver. Extension of the time for payment or modification of amortization of the sums secured by his Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, he liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such 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 a signs of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall he point and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signer; this Security Instrument only to mortgage, grant, and convey that Borrower's interest in the Property to Londer 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, forebear, 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 it law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such 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 exceed 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. Notice. 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 Lender designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Loan No: 95-003-8840 Page 4 of 8 FORM 3014 9/90 Initials 44



# UNOFFICIAL COPY 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 Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower'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 may 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 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 Lander 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 pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invok, any remedies permitted by this Security Instrument without further notice or demand on

Borrower.

18. Borrower a Right to Reinstate. If Borrower meets certain condition, 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 in may specify for reinstatement) before sale of 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 the Borrower. (a) pays Lender all sums which would then be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covonants 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 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 unchanger. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully enective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration ander paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or the partial interest in the Note (together with this Socurity 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 colle is monthly payments due under the Note and this Security Instrument. There also may be one or more changer of Loan Servicer unrelated to the sale of the Note. If there is a change of the Loan Servicer, Borrower will be given writt to notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable

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 Mazardous 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, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower linear, or is notified by any governmental or regulatory authority, that may removal or other remedial actions in accordance with

Environmental Law.

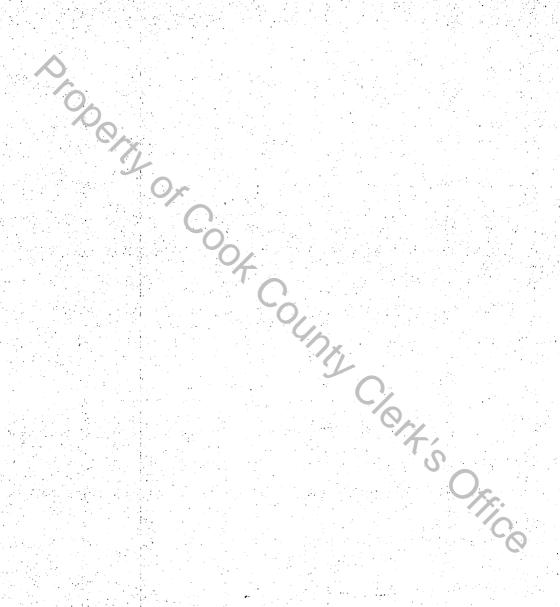
As used in this paragraph 20, "Hazardous Substances" are those substances defines as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, texic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or civironmental protection.

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

21. Acceleration; Remedies. Leuder 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 less than 30 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 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

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FORM 3014 Initials CH



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assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreciosure. If 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 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 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 all coats of recordation. 23. Waiver of Homestead. Borrower hereby 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. (Check applicable) 1-4 Family Rider Condominium Rider Adjustable Rate Rider Biweekly Payment Planned Unit Development Rider Graduated Paymont Rider Rider Hecond Home Rider Rate Improvement Rider **Balloon Rider** V.A. Rider Other(s) (specify) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in ary rider(s) executed by Borrower and recorded with it. Claudem (Seal) Borrower Carolina Gusi Witness (Seal) Borrower Witness (Scal) Borrower

State of Illinois, COOK County 88: , a Notary Public in and for said county and state, does I, the undergram, a Notary Public in and for said county and state, does hereby certify that Carolina Gusi, an unmarried woman, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this September 7, 1995. "OFFICIAL SEAL"

My Commission expires:

DANA TAGLIA

Notary Public. State of Illino Notary Public

My Commission Expires 3/20/99

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Loan No: 95-003-8840

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(Seal) Borrower

