Loan Number BRT-24

Prepared by and return to: HARFIS BANK BARTLETT 335 SOUTH MAIN BARTLETT, IL 60103 DIANE M. BATTISTA

95663130



MORTGAGE	3350
THIS MORTGAGE ("Security Instrument") is given on September 22nd, 1	395
The mongagor is ANNA M. WISNESS A WIDOW AND NOT SINCE REMARRIE	
	This Security Instrument is given to
HARRIS BANK BARTLETT	, which is organized
and existing under the laws of THE STATE OF ILLINOIS	. and whose address is
335 SOUTH MAIN BARTLETT, ILLINOIS 60103	("Lender").
Borrower owes Lender the principal sum of Seventy One Thousand and 90/10	)
	ower's note dated the same date as
this Security instrument (Note), which provides for monthly payments, with t	he full debt, if not paid earlier, due
and payable on October 1st, 2010 This Security In:	strument secures to Lende.: (a) the
repayment of the distriction and by the Note, with interest, and Fill renewals.	
Note; (b) the payment of all other sums, with interest, advanced under paragra	
Security Instrument; and (c) the performance of Borrower's covenants and	
instrument and the Note. For this purpose, Borrower does hereby mortgage,	
lowing described property located in COOK	Marine Illinois
A series of the	County, Illinois:
	72 .
LOT 25 IN BLOCK 1 IN OAK RIDGE TRAIL UNIT TWO, BEING A SUBDIVISION	OFT /
LOT 25 IN BLOCK 1 IN OAK RIDGE TRAIL UNIT TWO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4	OF S
LOT 25 IN BLOCK 1 IN OAK RIDGE TRAIL UNIT TWO, BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 SECTION 27, BOTH IN TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIR	OF S
LOT 25 IN BLOCK 1 IN OAK RIDGE TRAIL UNIT TWO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 SECTION 27, BOTH IN TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIR PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUI	OF S
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LOT 25 IN BLOCK 1 IN OAK RIDGE TRAIL UNIT TWO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 SECTION 27, BOTH IN TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIR PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUI	OF S

which has the address of 4 FOXEORO COURT

Winois 60107-

("Property Address");

ILLINOIS - Single Family - Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT GFS Form 3014 (5A26)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will detend 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.

LINIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower small 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. Funde for Taxes and Insurence. 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 ("Funde") for: (a) yearly faxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly feesehold payments or ground rants 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 Porrower to Lender, in accordance with the provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These items are called "Encrow items." Lender may, at any time, collect and hold Funds in an amount for the exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estats Settlement Procedures Act of 1974 as amended from time 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 Funds one on the basis of current data and reasonable estimates of expenditures of future Escrow items or currents in accordance with applicable law

The Funds shall be held in an institution whose disposits 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 itens. Lender may not charge Burlower for holding and applying the Funds, annually analyzing the escrow account, or verkying 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 tax reporting service used by Lender in connection with this loan, unlers 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 carriess 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 as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow 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 monthly payments, at "Lander'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. II, 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 at the time of acquisition or sale as a child against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides othe wise, 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 tate 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 In 1 ument, and teasehold payments or ground rants, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in

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that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly lurnish 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 taith 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 past of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Sorrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set for it above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter eracted on the 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 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 falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not regide 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 teasible and Lender's security is not lessened. If the restoration or repair is not accommically teasible 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 abandon; the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settly 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 Socurity 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 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.

- 5. Occupancy Preservation, Maintenance and Protection of the Property; Borrower's Loan Borrower shall occupy, establish, and use the Floperty as Borrower's principal Application: Leaseholds. 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 eccuparkly, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless eliterusting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair (no Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any functione action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in collecture of the Property or otherwise materially impair the fien created by this Scourity Instrument or Lender's security Interest. Somewer may dure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes to felture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in delaux if Borrower, during the loan application process, gave materially take or inaccurate information or statements to Lender (or tailed to provide Lender with any material information) in connection with the toan evidenced by the Note, including, but not limited to, representations concerning Bostower'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 little shall not mergo it iless Lender agrees to the merger in writing.
- 7. Protection of Lendor's Rights 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

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Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or tortuiture or to enforce laws or regulations), than 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 in court, paying reasonable actomeys' tees 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 Lander under this paragraph 7 shall become additional debt of Borrower secured by this A 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. Mortgago 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. It 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, it is an anticraste mortgage insurance previously in effect, from an arteriate mortgage insurance approved by Lender. It substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to 1/12th of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in fleu of mortgage insurance. Loss reserve payments may no tonger be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the partiod that Lender requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required and to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and 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 Borrower notice at the time of 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 st...ll be paid to Lender.

In the event of a total taking of the Property, the procesus shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Derrower. 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 prevides 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 It, after notice by Lender to Borrower that the conclemnor offers 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 uption, 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 posipone 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 successors in interest of Borrower shall not operate to release the bability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commonce proceedings against any successor in interest or reliase to extend time for payment or otherwise modify amortization of the same secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's auccessors in alterest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or preclude the exercise of any right

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- 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 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 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 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 acceeded permitted limits will be returded to Borrower. Lander 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. Fry 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 promy other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class their to Londer's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security 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's 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. Borrower's Copy. Borrower snall be give to 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 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 thay, at its option, require immediate payment in full of all surns secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by tederal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrowir 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 should by this Security Instrument. If Borrower 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. It 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 (p) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursua it 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) 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 attorneys, less; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security 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 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.

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if there is a change of the Loan Servicer, Borrower will be given written notice of the cliange 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 witten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory against or private 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 phragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Enviror montal Law and the following substances: gasoline, kerosene, other flummable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formal-dehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Prometty is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Sprrower and Lender further covenant 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 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 assert in the foreclosure proceeding the non-existence 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 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 the 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument.  ded together with this Security Instrument, the cover into and shall amend and supplement the coverants.	nants and agreements of ea	ch such rider at ail be incorporated
were a part of this Sacurity Instrument. [Check appliance Adjustable Rate Rider Condon		1-4 Family Rider Blweekly Payment Fider
P014	provement Filder	Second Home Rider
BY SIGNING BELOW, Borrower accepts and Instrument and in any rider(s) executed by Borrower		ivenants contained in this Security
Witnesses:	Consider M.	Un ila de (Seal) -Borrower
	ANNA M. WISNESKI	-Borrower

WILLIAM HENDEE

Burrower

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STATE OF REPORTS. De la	Country ss:
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ting Contractions intermed 3 to 1/4)	Street Parks
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Property of Cook County Clerk's Office

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