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1008 COUNTY RECORDER

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MORTGAGE

(according a Balloon Note)

3/15/

THE MORTGAGE ("Section) Instrument") is given on September 28, 1995. The mortgagor is BURTENBERG FAMILY LIBETED PARTNERSHEP, an Illinois Issued particularly, and whose address is 325 West Humon Street, Chicago, Illinois 60610 ("Lender"). Borrower owes Lender the prescipal man of One Bracket Pitry-Pive Thomasand Eight Hundred and No/100 Dollars (\$155,800,00). This delt is evidenced by Borrower's cone dated the sure, dute as the Security Instrument ("Note"), which provides for monthly payments, with the hild delt it not paid eacher, due and paymele or Catalant 1, 2002. This Security Instrument secures to Lender: (a) the repayment of the deits evidenced by the Note, with interest, and all renewals, estemicons and modifications of the Note; (b) the payment of all other mans, with interest, educated under paragraph " to prove the security instrument, and (c) the performance of Borrower's covariants and agreements under this Security Instrument and convey to Lender the billowing described property located in Cook Causty, July 18.

LOTS 14 AND 15 IN BLOCK 5 IN FOWARD C TINKHAM'S ADDITION TO HOLSTEIN, WEING A SURPLYBRON IN THE SOCIET WEST 1/4 OF SD. TION 30, TOWNSHIP 40 ROWHL RANGE 14 EAST OF THE YEARD PRINCIPAL MERSHAN, IN COOK COUNTY, JULYOUS,

PERMANENT INDEX MIRCRERS: 14,94-315-008 AND 17-31-315-009

VONTAGE: 532

which has an address of 2337 West Montage Street, Chicago, Illinois 60647 ("Properly Address").

TOGETHER WITH all the suspensements now or heresiter erected on the property. and all easements, apparaements and features now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is microred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully sensed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is uncovaminated, except for encumbrances of record. Borrower warrants and will defend generally the tale to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT condumes undomn coverages for national use and non-uniform coverage with limited variations by purediction to constante a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

- Payment of Principal and Interest: Prepayment and Late Charges. Somewer shall promptly pay when the principal of and exercise on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- Principles for Taxes and Insurance. Subject to applicable law or to a written waive, by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground verse on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mongage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payments of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an assume not to exceed the maximum amount a lender for federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Sentlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2001 at 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 Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrew Items. Lender may

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not charge Borrower for holding and applying the Fueds, annually analyzing the encrow account, or verifying the Encrow licens, unless lander pays Borrower interest on the Funds and applicable law permits lander to make such a charge. However, lander 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, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be origined to pay between any 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 as additional security for all sums secured by this Security Instrustent.

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 Lender's solid discretion.

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

3 Application of Payment. 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.

Charge & Uesta Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this excursty instrument, and leasehold payments or ground rental any. Borrower shall pay these obligations in the manner provided in paragraph 2 or if not part in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to be also all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to be add processes 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 Jern in a manner acceptable to Lender, (b) corrests in good fash 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 in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in agreement sat start by 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 mixing identifying the lien. Borrower shall satisfy the lien or talk, one or more of the actions set forth above within 10 days of the groung of assiste

Silinated or Property Instrume: Borrowitz and keep the suprovements now existing or hereafter exceed earthe Polysesy insured against loss by fire, hazards included within the term "rates and coverage" and any other hazards, including Bonds or Booding, for which Lender requires insurance. This insurance shall be maintain in the amounts and for the periodicitant Lender requires. The immunose carrier providing the insurance shall be chosen by Borrower without of lartice's approval which shall not be insurancely withheld. If Borrower tails to maintain coverage described above, Lender may, at Lender's occion, obtain coverage to protect Lender's rights in the Property in accordance with paragraph ?

All insurance policies and renewals shall be acceptable to Lender and shall metude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall principly give to Lender all receipts of past passinants and renewal notices. In the event of loss, Borrower shall give prompt notice to the assurance current and Lender. Lender range scales passed as loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall or, a plied to remoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not bracked. 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 necessary linstrument, whether or not then due, both any excess paid to Borrower. If Borrower altandors the Property, or does not assured within 30 days a notice from Lender that the insurance carrier has offered to sente a claim, then Lender may coiled the insurance proceeds. Lander may use the proceeds to repair or restore the Property or to pay sums secured by this Seisinty Instrument, whether or not then disc. 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 expend at postpose the thic date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the payments is 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.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loss Applications, Laurelia discourses, Borrower's half 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 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, 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 or Lender's security interest. Borrower may cure such 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 forfeiture 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 default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lender (or failed 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 residence. If this Security Instrument is a leasehold, Borrower shall comply with all the

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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 coverants 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 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 in 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 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.

- Morgage 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 mertgage 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, at a cost substantially equivalent to the cost to Borrower of the mertgage insurance previously in effect, from an alternate mortgage insure approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-wellth 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 lost reserve in lieu of mortgage insurance. Lost reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period, out Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums of almost mortgage insurance in effect, or to provide a lost reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give florrower 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 shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the print 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 Propenty 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 Propenty immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums 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 offers to make an award or sende 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 10 he sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to a multipal 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.

- Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the Unite for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Pornower 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 accured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any individual extensions are refused by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- Instrument shall be dailed 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 linelly interpreted so that the interest or other loan charges collected or to be collected in connection with the lean exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this 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.
 - Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it.

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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 restice 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security 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 declare to be severable.
 - Borrower's Copy. Borrower shall be given one conformed copy of the Note and 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 a 15 sold or transferred (or if a beneficial interest is Borrower is sold or transferred and Borrower is not a natural person) without Lervier'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 Euroder exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less tissue 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 invoke any remedies permitted by this Security Instrument without further notice of Security Instrument.

- Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrumers discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before the sole 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 ar 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' 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 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 1//.
- 19. Sale of Note: Change of Loan Survices. 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 Loz, ower. A sale may result in a change in the entity (known as the "Loan Services") that collects morthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services 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 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, any flow 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, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardens 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 Hazardons Substance affecting the Property is necessary, Borrower shall promptly take all occursory remedial actions in accordance with Environmental law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined at toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic perceiver products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal faws and taws of the jurisdiction where the Property is located in a clate to health, safety or environmental protection.

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

- Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or egreement 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 fallure to one 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 relative after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defence 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 say 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 this evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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NOFFICIAL Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 24. 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) where a part of this Security Instrument. ☐ 1-4 Pamily Rider Condominium Rider Adjustable Rate Rider ☐ Biweekly Payment Rider Graduated Payment Rider D Planned Unit Development Rider D. Second Home Rider □ Rate Improvement Rider Balloon Rider D Other(s) [specify] BY SIGNING BELOW, Borrower and agrees to the terms and covenants contained in this Security Instrument and any rider(s) executed by Borrower and recorded with it. Witnesses (SEAL) Borrower Social Security Number (SEAL) **Horrower** Social Security Number STATE OF ILLINOIS Une COUNTY OF COOK MARCS. CICHTANCE L. DEUTSCH leary Public in and for said county and state, do hereby certify personally known to me to be the same person(s) whose name(s) sub crib d to the foregoing instrument, appeared before signed and delivered the and instrument as, me this day in person, and acknowledged that _____ine__ voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this _____Z&_ day of My Commiss FILL. Leistenan Sign of Hitzart 4 6.4 (19) 64 **58** Notary Publ D FOR RECORDERS INDEX PURPOSES NAME RUTTENBERG & RUTTENBERG E INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE STREET 325 WEST HURON STREET

> THIS INSTRUMENT WAS PREPARED BY ALAN D. LEV 325 WEST HURON STREET CHICAGO, ILLINOIS 60610

CITY

R

CHICAGO, ILLINOIS 60619

2337 West Montana Street, Chicago, Illinois 60647

Permanent Index Numbers 14:30:315-018 AND 14:30:315-009

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BALLOON RIDER

If the monthly installment herein is more than twice the regularly scheduled monthly installments, it is identified as a BALLOON PAYMENT.

THIS LOAN IS DUE AND PAYABLE IN SEVEN (7) YEARS. YOU MUST PREPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY 3F CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

4/28/95

Sis

Signature

Morry D. Sochal

Signature

Daniel L. Deutsch

C/O/A/SO/FEIGO

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