Prepared by William H. Peirson, 213750 Omega Road, Dallas, Pressis 75244-4516

Please Return To:

New America Financial, Inc

8115 Preston Road #500 Dallas, TX 75225 95789095

11/09/95

0015 HCN 1112

RECORDIN 4

33.00 0.56

95789395

0015 HCM 11+20

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sta) 1.1/09/95

Loan No. : 2337327

CH3262130W

MORTGAGE

TICOR TITLE

THIS MORTGAGH ("Security Instrument") is given on November 2, 1998 Charles Edward Campbell and Clorin D. Campbell, his wife

.995 The mortager i

This Security Instrument is given to New Autrica Financial, Inc.

whose midress is 8115 Presiton Road, Suite 500, Dallan, TX 75225

('Londer').

Borrower owes Lender the principal sum of ninety two thousand two hundred fifty and NO/100ths.

Dollars (U.S. \$ 92,250.00 ). This debt 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 not paid earlier, due and payable on December 1, 2010. This Security Instrument secures to Londer: (a) the repayment of the debt evidence by the Note, with interest, and all renewals, 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 Borrower's covenants and agreements under 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:

SHE EXHIBIT "A" ATTACHED HERETO AND MADE PART HERETO

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COOK COUNTY
CORDER
JESSE WHITE
BRIDGEVIEW OFFICE

which has the inidrose of

8130 South Wentworth Avenue, Chicago (Sum)

(Cky)

Illinois

60620

(\*Property Address\*):

(Zip Code)

TOURTHER WITH all the improvements now or hereafter precised 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 Ecorower is inwfully selsed of the estate hereby conveyed and has the right to grant tout convey the Property and that the Property is unencumbered, except for uncumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims said demands, subject to any encumbrances of record.

TLLINDIS Single Family France Mass Predicts Mass UNIFORM INTRUMENT

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State of ILLINOIS and described as follows: mine among an appearant the cital country of COOK LOT 11 (HX 6 THE NO. THE 32 PECT THEREOF) AND THE WORTH 20 PHET OF LOT 92 IN BODERA CORE AND TAL TON ON POLITY IN BLOCK 1' FOLR 7 LO 18. inclusive in block 2, lots 1 to 21 inclusive in block 7 and lots 1 to 42 INCLUSIVE IN BLOCK IN PORSYTHE'S SUBDIVISION OF THE NORTH 32 ACRES OF THE SOUTH 55 ACRES OF THE WEST PART (W1/2) OF THE NORTHBAST QUARTER (NEL/4) OF SECTION 33, TOWNSHIP 38 NORTH, RAPLE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IPPINOIS' 111 20-33-219-011 001326213 CW

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Cook County Clark's Office

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 large 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 Taxon and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payment are due under the Note, until the Note is paid in full, a sum ("Punds") 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 rains on the Property, if any; (c) yearly hazard or property insurance premiuna; (d) yearly flood insurance premiuna. if any; (e) yearly mortgage insurance promiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Bacrow Items." Lorder may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RBSPA"), unless another law that applies to the Funds sets a leaser amount. If so, Londor may, at any time, collect and hold Punds in an amount not to exceed the lesser amount. Londer may estimate the amount of many due on the basis of current data and reasonable estimates of expenditures of future Recrow Liens. or otherwise in accordance VAU applicable law.

The lands shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay the Bacrow Heins. Lender may not charge degrower for holding and applying the Funds, annually analyzing the excrow account, or verifying the flactow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Burrower 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 required to pay Borrower any interest or earnings on the Funds. Borrower and Londor may agree in writing, however, that this test shall be paid on the Funds. Lender shall give to Borrower, without chargo, 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 accurity 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 appricable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the liserow items when due, Londer may to notify Borrower in writing, and, in such case Borrower shall pay to Lewier the amount necessary to make up the deficiency. Porrower shall make up the deficiency in no more than

twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security instrument, I ander shall promptly refund to Borrower any Funds hold by Londor. If, under paragraph 21, Londor shall acquire or sell the frequency, Londor, prior to the acquisition or sale of the Property, shall apply any Funds hold by Lender at the time of acquisition of the against the sums ascured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments, occloed by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to arounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the Nets.

4. Chargos, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to this Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any, Dorrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Burrower shall pay then on time directly to the person owed payment. Borrower shall premptly furnish to Londer all notices of amounts to be paid under this paregraph. 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 then by, or defends against enforcement of the tien 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 Londor 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 ilen. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hatard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insure I against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that

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Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which is shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, is 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. 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 damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not suswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

immediately prior to the acquisition.

- 5. Occupancy, Preservation, Mathemance and Protection of the Property: Borrower's Loan Application, Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise larges in writing, which consent shall not be unreasonably withheld; or unless extenuating circumstances exist which are beyond Borrover'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 proceedings, whether civil or oriminal, is begun that in Lend it's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security intrament or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing indection or proceeding to be dismissed with a ruling that, in Londor's good faith determination, precludes forfeiture of the Borrover'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 florrower, during the loan application process, gave materially false or inaccurate information or statements to Lander (or failed to provide Lender. with any material information) in connection with the loan evidenced by the 1/ote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Society Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires fee title to the Property, the leasehold and the fee title shall not marge unless Lander agrees to the morger in writing.
- 7. Protection of Lender's Rights in the Property. If Porrower 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 bunkruptcy, probate, for condemnation or forfeliure 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 lion 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 pigment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting payment.

8. Mortgage Insurance. If Londor 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 unsurance coverage required by Londor 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, from an alternate mortgage insurer approved by Londor. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Londor. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Londor each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or coased to be in offect. Londor 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 Londor, if mortgage insurance coverage (in the amount and for the period

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that Lender requires) provided by an insurer approved by Lander 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 and Lender or applicable law.

9. Inspection. Londer or its agent may make reasonable entries upon and inspections of the Property. Londer 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 of 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 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 Socurity 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 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 condemner offers to make an award or settle a claim for damages, Borrower falls to respond to Londer within 30 days after the date the notice is given, Londer 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 Lander and Borrower otherwise igree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Nut Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of 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 original Borrower's successors in interest. Any larbearance 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 Linitity; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigne of Londor and Borrower, subject to the provisions of paragraph 17. Forrower's covenants and agreements shall be joint and siverel. 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 Bostower's interest in the Property under the terms of this Security instrument; (6) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Bortower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Barrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a lew which sets maximum loan charges, and that law is finally interpreted so that the interest or other foan 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 exceeded permitted limits will be refunded 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 the 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 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 designates by notice to Borrower. Any notice provided for in this Security

instrument shall be deemed to have been given to Borrower to Londer 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 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 shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property or a Beneficial Interest in Sourower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a matural 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 Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender 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 malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lander may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Boncower's Right to Reimstate. 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 reinstatement) before sale of the Property pursuant to any power of sale contained in this Security fustrument; or (b) and of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer 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 covernme, or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to retainable attempts' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lands Corights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by norrower, this Security Instrument and the obligations secured hereby shall remain fully effective as 10 no acceleration had occurred. However, this right to reinstate shall not apply in the case of accoleration under paragraph 17.

19. Hals of Notes Change of Louis Servicer. The Note or a partial interest in the Note (togother with this Security Instrument) may be sold one or more times without ortor notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicor") 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 cale of the Note. If there is a change of the Loan Servicer, Horrower will be given written notice of the change in accordance with oursgraph 14 above and applicable law. The notice will state the name and address of the new Loan Services and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Manardous 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 linvironmental 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 mai tisnance of the Property.

Borrowsr shall promptly give Londer 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 fazardous Substance or Environmental Law of which florrower 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 paragraph 20, "Hazardous Substances" are those substances defined to toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, and radiocallys materials. As used in this paragraph 20, Bnvironmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, lafety or environmental protection.

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

21. Ac referentiant Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverent or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 union applicable law provides (aherwise). 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 tefore the date specified in the notice may result in acceleration of the summ secured by this Security Instrument, forscionare 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 ussert 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 may forestone this Security Instrument by judicial proceeding. Lender shall be entitled to collect all exponent incurred in pursuing the comedies provided in this paragraph 21, including, but not limited to, remonable attorney's fees and costs of title 95789395 evidence.

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to Borrower. Borrower shall pr but only if the fee is paid to a 23, Walver of Homeste 24, Riden; to this Secu Security Instrument, the covens	ment of all sums secured by this Say any recordation costs. Lender rethird party for services rendered each. Borrower waives all right ourity Instrument, if one or more into and agreements of each such of this Security Instrument as i	may charge Borrower a and the charging of il f homestead exemption riders are executed by rider shall be incorpor-	ifee for releasing this Secu- ic fee is permitted under in in the Property. Borrower and recorded to ated into and shall amend	rity instrument, applicable law, gether with this and supplement
☐ Adjustable Rate Rider ☐ Graduated Payment Ri ☐ Balloon Files ☐ Other(s) [specify]	=	Development Rider	☐ 1-4 Pamily Rider ☐ Biweekly Payment ☐ Second Home Ride	
	V. Borrower accepts and agrees to Porrower and recorded with it.		ants contained in this Sect	arity Instrument
Witnessos:	DOX.	C 2- 70	ed con	
		Charles Edwa	rd Campbell	- (Seal) -Borrower
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