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DEPT-01 RECORDING

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COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTOAGE ("Security Instrument") is given on DECEMBER 15,1995 JOHN E. HOUSE AND MARY T. HOUSE, AS HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to FIRST OF AMERICA MORTCAGE COMPANY

which is organized and existing under the laws of STATE OF MICHIGAN

, and whose

ONE FIRST OF AMERICA PKWY. nddrem in KALAMAZOD, MI

("Londer"). Borrower ower Londer the principal num of

DROOKFIELD

ONE HUNDRED FIVE THOUSAND AND NO/100

Dollara (U.S. \$ 106,000.00). This debt is evidenced by Horrower'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 . This Security Instrument secures to Londer (a) the repayment of the debt JANUARY 1,2011 evidenced 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 Secretar Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, Por this purpose, Horrower does hereby mortgage, grant and convey to Lender the following described property located in COOK Dounty, Illinoise

LOTS 24, 26, 28 AND 27 IN BLOCK 48 IN S. E. OROSS' FIRST ADDITION TO OROSSDALE, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 30 NORTH, BANGE 12 LAST OF THE HIERD PRINTCPAL MERIDIAN, IN GOOK COUNTY, HILINOIS,

TAX L.D. NUMBERS:

16-34-120-032-0000

16-84-120-088-0000

15-34-120-034-0000

16-04-120-036-0000

(Stroot, Cliy),

which has the address of 3340 ORANO DUVD. Illinoia

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(Nip Calk) ("Property Addrew");

ILLINOIS-Single Family-FRMA/FILMC UNIFORM

INSTRUMENT OTD - OA(IL) (MAGN)

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TOORTHER WITH all the improvements now or hereafter erected on the property, and all ensements, 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 select 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 any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national page 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 an follows:

1. Payment of Principal and Interest; Propayment and Late Charges, Dorrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note,

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londer, Borrower shall pay to Londer 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 lieu on the Property; (b) yearly leasehold rayments or 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 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 "Barrow Items." Londer may, at any time, collect and hold Funds in an amount not to exceed the maximum arount a lender for a federally related mortgage loss may require for Borrower's escoust under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. ("RISPA"), inless another law that applies to the Funds sets a lesser amount. If so, Londer 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 days and reasonable estimates of expenditures of future Isonow Items or otherwise in accordance with applicable law.

The Punda 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 Pederal Flome Loan Bank. Lender shall apply the Punda to pay the Escrow Items. Lender may not charge Corrower for holding and applying the Punda, annually analyzing the escrow account, or verifying the Escrow Items, under Lender pays Borrower interest on the Punda 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, unless applicable law provides otherwise. Unless an agreement is made or applicable law equires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funda. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funda, Lender shall give to Borrower, without charge, an annual accounting of the Funda showing credits and debits to the Funda and the purpose for which each debat to the Funda was made. The Funda are pledged as

additional security for all sums secured by this Security Instrument.

If the Punds held by Lender exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Punds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at any time is not sufficient to pay the Escrow Items when due, Londer 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 the deficiency in a content to prove than the lender and a classical accounts.

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 sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition or sale as a credit.

against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applicable law provides otherwise, all payments resolved by Lander under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to a nounts 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 Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

Borrower that promptly discharge any tion 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 Lunder; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (a) secures from the holder of the lien an agreement satisfactory to

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Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lion which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lion. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of

5. Hazard or Property Insurance, Herrower 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 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 Horrower aubject to Londor's approval which shall not be unreasonably withhold. If Borrower falls to maintain coverage described above, Londor may, at Londor's option, obtain coverage to protect Londor's rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be acceptable to Londor and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals, if Lender requires, Borrower shall promptly give to Londor all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance entrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Londer and Horrower otherwise agree in writing, immrance 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 in not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums seemed by this Security Instrument, whether or not then due, with any excess paid to Borrower, If Borrower abandons the Primarty, or does not answer within 30 days a notice from Londer that the insurance carrier has offered to settle a claim, that Lender may collect the insurance proceeds, Lender may use the proceeds to repair or rentore the Property or to pay again accured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice in given.

Unless Londer and Borrower other vise 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 I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any lumirance 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 Socurity Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Loundholds. Horrower shall occupy, establish, and use the Property as Horrower'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, or two Londor otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circummarces 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 Londor's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security Instrument or Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rolling that, in Londor's good faith determination, precludes forfeiture of the Borrower's interest in the Property of other material impairment of the lien erented by this Security Instrument or Londor's security interest. Horrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (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 on a lesschold. Borrower shall comply with all the provisions of the lesse, If Borrow's nequires fee title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in wilting,

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the ecvenage and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfoliure 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. Londor'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.

8. Mortgage Insurance, If Londer required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums required to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage required by Londer lapses or cesses to be in effect, Borrower shall pay the

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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 morsgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If authantially equivalent mortgage insurance coverage in not available, Borrower shall pay to Londer each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or consed to be in effect, Lender will secept, 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 Londor 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, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall

give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for conveyance in flett of condomnation, 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 in equal to or greater than the amount of the sums secured by this Bermity Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secure, by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the nums secured immediately before the taking, divided by (b) the fair market value of the Property introdiately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property is which the fair market value of the Property immediately before the taking is less than the amount of the sums secured implicitly before the taking, unless florrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums accured by this Scourity instrument whother or not the nume are then doe,

If the Property is abandoned by Borrower, or if, after notice by Londor to Borrower that the condemnor offers to make an award or settle a claim for damages, borrower falls to respond to Londor 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 minis secured by this Security Instrument, whether or not then due,

Unloss Londor and Horrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred the paragraphs I and 2 or change the amount of such

paymonta.

11. Borrower Not Released; Forbearance By Londor Notes, Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Lieutrumont granted by Londor to any moscower 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 my anecessor in interest or refuse to extend time for payment or otherwise modify amortization of the same secured by 100 Security Instrument by resson of any domand made by the original Borrower or Borrower's successors in interest, And Jordonance by Lender in exercising

any right or remody shall not be a waiver of or produce the exercise of any right or ramedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of thin Security Instrument shall bind and benefit the microscore and amigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. At a Borrower's covenants and agreements shall be joint and several. At a Borrower's covenants and agreements shall be joint and several. 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 frattument; (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 coment.

13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which note maximum loan charges, and that law is finally interpreted so that the interest or other form 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 auma already collected from Borrower which exceeded parmitted limits will be refunded to Borrower. Leider may choose to make this refund by reducing the principal awed under the Note or by making a direct payment to Barrawer. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment 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 one of another method. The notice shall be directed to the Property Address or any other address Horrower designates by notice to Lender. Any notice to Lender shall be given by

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first class mail to Lender's address stated herein or any other address Lander 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 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.

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 said or transferred (or if a beneficial interest in Borrower is said 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 Londor exercises this option, Londor shall give Borrower notice of acceleration. The notice shall provide a period of not less than 32 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 or domand on Borrower.

18. Borrower's P'ght to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of; (a) 5 days (or such other period as applicable law may specify to: reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (a) 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 offsult of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, ressonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Londor'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 ratice 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. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow apponents 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 Londer written notice of any investigation, claim, domind, lawnit or other action by any governmental or regulatory agency or private party involving the Property and any recording Substance or Ravironmental 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 Flazardous Substance affecting the Property is

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Bayironmontal Law,

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

NON-UNIPORM COVENANTS. Borrower and Londor further covenant and agree as follows:

21. Accoloration; Remedies, Lender shall give notice to Borrower prior to accoloration following Borrower's breach of any covenant or agreement in this Scourity Instrument (but not prior to accoloration 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

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specified in the notice may result in acceleration of the mana secured by this Squrity Instrument, forcelessive ky 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 forcelessive proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelessive. 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 forceless 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 contact title evidence.

22. Roleano. Upon payment of all numa accured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

23. Walvor of Homostoad, Borrower waives all right of homostoad exemption in the Property,

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24. Ridors to this Socurity Instrument, this Socurity Instrument, the coverament and supplement the coverants an Socurity Instrument, (Check applicable be	ianta and agreemer d agreements of th	ith of each much rider	shall be incorpora	tod into and aball
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STATE OF ILLINOIS,	соок	Coun	ty as:	9
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JOHN E. HOUSE AND MARY	T. HOUSE, A	S HUSBAND AND	WIFE	
	ARE .	personally known to a	no to be the acces	micela talacara
name(a) subscribed to the foregoing instr KK signed and delivered the said therein set forth,	ament, appeared be	fore me this day in per ETR—free and volum	non, and auknowloc	lyod that THEY
Given under my hand and afficieles	HADINA SIKALI	div of DECEME	HER /	.1096
	hra M. Daybolf Mile, State of Illinois	Notary Public	A A CA	ylley.
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