THE FIRST MORTGAGE COPPORATIONS 1983] GOVERNORS HIGHWAY FLOSSMOON, ILLINOIS 80422

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#### MORTGAGE

DEPT-01 RECORDING

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COOK COUNTY RECORDER

THIS MORTGAGE ("Nor way Instrument") is given on

YRAUKAG 20 1995 . The neorigagor is

TINOTHY P. VALLOW AND XIMBERLY S VALLOW HIS WIFE

("Borrower"). This Security Instrument is given to

THE FIRST MORTGAGE CORPORATION

which is organized and existing under the laws (4) ILLINOIS , and whose

address is 19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422

("Lender"). Borrower owes Lender the principal sum of

FIFTY SIX THOUSAND AND 00/100

Dollars (U.S. \$ 56,000.00

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 FEBRUARY 1 2025 Inscrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and audifications 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 covener is and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convoy to Lender the following described property located in County, Illinois:

LOT 56 IN RICHTON HILLS SUBDIVISION RICHTON PARK ILLINGIS A PART OF THE SOUTHEAST 1/4 OF SECTION 27 TOWNSHIP 35 NORTH RANGE 13 SAST OF THE THIRD PRINCIPAL MERIDIAN THE PLAT THEREOF WHICH WAS RECORDED JUNE 17 1965 IN PLAT BOOK 689 PAGE 15 IN THE OFFICE OF THE RECORDER OF COOK COUNTY PLLINOIS AS DOCUMENT NO 1949847". TAX 1.0.#31-27-404-001

25055153

which has the address of **Minni** 

4120 CLARK DRIVE, RICHTON PARK (Zip Code) ("Property Address"); [Sircel, City],

BLLINOIS -Single Family - FRMA/FHLMC UNIFORM
SIGSTRUMENT Form 2014 9/90
-48(K.) 10461
Amended 5/21

VEP MORTBAGE FORMS - (600)581-7291

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TORIGITHE WITH all the improvements more in beweiter erroral us the property, and all casements, appureenables, and frames now in beneather a pair of the property. All replacescents and additions shall also be covered by this Security Instrument. All of the familiaring is referred to in this Security Instrument as the "Property."

RORROWER COVENANTS that Surrower is invertibly spired of the entire hereby conveyed and has the right to mortgage, grain and convey the Property and that the Property is unescenibated, except for encombrances of record. Borrower worrants and ovid defend generally the title in the Property against all claims and demands; subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverages for national use and non-uniform coverages with limited variations by periodiction to containe a uniform accuracy insurance covering real property.

UNIPORM COVENANTS. Becrever and Lender coverant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower shall promptly pay whose due the principal of and uncrest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly paysients 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 tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood 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 "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's encrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Sectice 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 the physicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, threever, Lender may require Borrower in may a one-time charge for an independent real estate tax reporting service used by Lender in connecture with this kian, 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 Lender may agree in writing, however, that independent to 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 necurity for all syms secured by this Security Instrument.

If the Funds held by Lender exceed the amounts pervised 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 Encrew 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 sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Leader. If, 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 credit against the sums secured by this Security Instrument.

3. Application of Phyments. Unless applicable law provides otherwise, al' payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and repositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground ents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidenting the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unler's Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contest in good faith 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 su ordinating 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 notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property mistred against hiss 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 fails 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 less, 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 Burrower 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 ahandous the Property, or dues not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the nor thly 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.

6. Occupancy, Presentation, Maintenance 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 agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Horrower shall not destroy, damage or impair the Property, affew the Property to deteriorate, or commit wiste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is negun 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 a default and reinstate, as provided in paragraph 18, by cassing 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 a security interest. Borrower shall also be in default if Borrower, during the han application process, gave materially false or inactor 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 risidence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower assures 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 Borrowc' fals 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 hankruptcy, 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 In amount, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may lake 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 answar a shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan accured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in affect. If, 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, at a cost substantially equivalent to the cost at Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from the alternate mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly nurtgage insurance premium being paid by Borrower when the insurance coverage is not available, the in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no lenger be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Horrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage magnance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Importion. 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.

19. 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 tieu 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 aums 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 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 provides, the proceeds shall be applied to the sums secured by the Security Instrument whether or not the sums are then due.

If the Property is chandened by Burrower, or if, after notice by Lender to Borrower that the condemnor 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 at collect and copy the proceeds, at its option, either to restoration or repair of the Property or to the aums secured

by this Security Instrument, whether or not then due.

Unless Lender and Borrows otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the mounthly paymen's referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Berrower Not Reference; for bearance By Lender Not a Waiver. Extension of the time for payment or medification of amortization of the sums secure, 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 or refuse to extend time for payment or otherwise modify amortization of the sames secured by this Security Instrument by a ason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance 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 Executive Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successes 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 Burrower'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 exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed uncer the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial pronyment without any prepayment charge sorter the Note.

14. Thirties. Any notice in Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail tokes applicable law requires use of another method. The nutice 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 minit to Lender's address stated beginning or any other address Lender designates by notice to Borrower. Any makes provided for in this Security

Instruction: shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Coverning Law; Severablette. This Security Instrument shall be governed by federal and and the law of the instrument in the Property is located. In the event that my 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.

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to, 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 Horrower. If all or any part of the Property or my interest in it is said or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If 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 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 demand on Borrower.

18. Borrower's Right 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 specif, for reinstatement) before sale of the Property pursuant to any power of sale containe; 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' fees; and (d) takes such action as Lender may reasonably require to assure that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall so this security instrument and the obligations secured bereby shall remain furly effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under pursage—th 17.

19. Sale of Note; Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold rate in 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 incretated 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 still the nume and address of the new Loan Servicer and the address of the payments should be made. The notice will also contain any other

information required by applicable law.

20. Harardous Substances. Borrows shall not cause or permit the presence, use, disposal, storage, or release of my Harardous Substances on or in the Property. By no ver shall not do, one allow mayone else to do, enything affecting the Property can is in violation of any Environmental Law. The preceding two scatteness 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.

florrower shall promptly give Lender written at the of any investigation, claim, denistid, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Regulatory has actual knowledge. If Borower learns or a notified by may governmental or segulatory amhority, that any tensival or other remediation of any Hazardous Substance at feeting the Property is necessary. Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 26. "Hazardous Substances" are unless substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, known, other Ramundie or soxic petroleium produces, toxic pessicides and herbicides, volutile solvents, materials extensiving asbestes or formalishabile, and radioactive materials. As used in this paragraph 26, "Environmental Law" morns federal laws and laws of the includiction where the Property is located that relate to heating substances or environmental protection.

MON. LIMITORNI COVENANTS, Borniwer and Lender further covenant and agree 36 follows:

21. Secretation; Remodies, Lender skall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Sustrament (but not prior to acceleration under paragraph 17 unless suplicable two neovices atherwise). The notice skall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than M 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 time specified in the notice may result in Deteleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The recice shall further inform Borrower of the right to reinstate after receiveration 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 sured or or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all soms secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to cultect all expenses incurred in pursuing the remedies provided in this paragraph 12, arluding, but not limited to, reasonable attorneys' fees and costs of title evidence.

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22. Believe. Upon payment of all sums accured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

23. Waiver of Elementend. Borrower waives all right of homestead exemption in the Property.

24. Wildern to this Security Instrument ferminy humanous, the proventies and ap- ter represents said as resemble of this Strum	precaucate of each such rider shall	I be incorporated into and shall	amend and supplemen
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FLOSSMOOR, IL 60422

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