MEROURY TITLE COMPAN 2002918E 201

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RECORDATION REQUESTED BY:

1919 MANTENO BANK 303 SECTION LINE RD. (1987) And Taller P.O. BOX 697 1949 MANTENO, IL 60950

WHEN RECORDED MAIL TO:

THE MANTENO BANK TO BE TO 303 SECTION LINE RD. P.O. BOX 697 MANTENO, IL 60980

SEND TAX NOTICES TO:

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Security MORTGAGE is the band of the respective to the about the particular and the respective to the about the respective terms of the respective ter THIS MORTGAGE ("Security Instrument") is given on April 4, 1995. The mortgagor is JOHN J WALSH SR ("Borrower"). This Security Instrument is given to MANTENO BANK, which is organized and existing under the laws of the State of Illinois and whose address is 303 SECTION LINE RD., P.O. BOX 697, MANTENO, IL 60950 ("Lender"). Borrower owes Lender-ins principal sum of One Hundred Fifty Six Thousand & 00/100 Dollars (U.S. \$156,000,00). This debt is evidered by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly plyments, with the full debt, if not paid earlier, due and payable on May 1, 2025. This Security Instrument secures o Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and insuffications 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 Londer the following described property located in i an alternative de la companyación de la companyac COOK County, Illinois:

FUNIT 2052 IN THE VICTORIAN GARDENS TOWNHOME CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 2 AND 3 AND PRIVATE ALLEY NORTH AND ADJOINING LOT 1 IN THE RESUBDIVISION OF LCTS 25, 26, 27 AND 28 IN BLOCK 1 IN D.S. LEE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PAST OF THE EAST 1/2 OF THE NORTHWEST Q/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY LINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED MARCH 30, 1969 AS DOCUMENT 89140402, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON (ELEMENTS. 1.1) The second of the second of

Property or its address is commonly known as 2052 WEST PIERCE, CHICAGO, IL 60622. The Real Property tax identification number is 17-06-105-032-1002. The second of the secon

TOGETHER WITH all the improvements now or heroulter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will 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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6)

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FNMA/FHLMC MORTGAGE

(Continued)

UNIFORM COVENANTS. Borrower and Lender covenant and agree 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 Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("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 rents on the Property, if any; (c) yearly hazard or properly 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 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 escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an accordance of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Sorrower

basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be field in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if) ender 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 secount, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law percent real estats tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless are 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 interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

this Security Instrument.

If the Funds held by Lender exceed the amount a 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 play 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 Lender. If, under paragraph 21, Lender shall equire 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 Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment changes 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: Lene Borrower shall pay all taxes appearance to the sale payable under shall pay all taxes appearance to the sale payable.

due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, thes and impositions attributable to the Property which may attain priority over this Socurity instrument, and lease in 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 Lender receipts evidencing the payments. 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 falls 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 holds: of the lien an agreement satisfactory 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 notice (dentifying 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.

5. Hazard or Property Insurance. Borrower 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 Borrower subject to Lender's approval which shall not be unreasonably withheid. If Borrower fails to the property in accordance with para

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

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FNMA/FHLMC MORTGAGE /

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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 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.

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 Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dute of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 2 the Property 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, Preservation, 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 skyt 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 skall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property allow the Property to datoricrate, or cammit waste on the Property. Borrower shall be in default if any forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith fudgment could result in forteiture of the Property or otherwise materially impair the industries, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forteiture of the Borrower's Interest in the Property or other material impairment of the lien created by this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee till

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 Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums required to making the mortgage insurance in effect. 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 Lender laters 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 mortgage insurance previously in effect, from an alternate 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 cersed to be in effect. Lender 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 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. Borrower shall pay the premiums required to maintain mortgage insurance in offect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written accordance between Borrower and Lender or applicable law. Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the

Inspection.

Inspection.

10. Condemnation. The proceeds of any sward 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 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. 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, 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

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to make an award or settle a claim for damages. Borrower falls 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 to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount

of such payments.

11. Borrower Not Heleased; Forbearance By Lender Not a Walver. 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

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 is successors in Interest or 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 or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to rantage, 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 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 foon charges, and that law is "hally interpreted so that the interest or other toan 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 limits, then: (a) any such loan charges shall be reduced to the permitted limits, then: (a) any such loan charges shall be reduced to the principal lower by the class mail unless applicable law such so an applicable law such conflic

Borrower shall be given one confurned copy of the Note and of this Security Bórrower's Copy.

Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower's sold or transferred and Borrower is not a

natural person) without Lender's prior written consent, Lender may, at its colon, 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.

Borrower

18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Porrower 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 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

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

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release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20. "Hazardous Substances" no those substances defined as boardous.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gaseline, 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, "Environmental Law" means federal laws and laws of the buildiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default in acceleration of the sums secured by this Security instrument, rerectioner 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 ascert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or a default or any other defense of Borrower to acceleration and foreclosure in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration of the Borrower to acceleration of the Borrower to acceleration of the Borrower to acceleration the foreclosure in the foreclosure in the foreclosure in the forecl evidence

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a few for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law. Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower walves all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 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) were a part of this Security Instrument. [Check applicable box(es)] a part of this Security Instrument. (Check applicable box(es))

[]	Adjustable Rate Rider	[] Condominium Rider	1-4 Family Rider
{	Graduated Payment Rider	Plannod Unit Development Rider	Piwoekly Payment Ridor
	Balloon Rider	Rate Improvement Rider	Socord Hame Rider
	Other(s) [specify]	•	$\tau_{\acute{a}}$
			, \)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Instrument and in any rider(s) executed by Borrower and recorded with it.	
Witnesses:	JOHN WALSH SH-BOTTOWE
	JUHN UJWALSH SH-Borrowe

04-04-1995

HLIVIC MORTGAGE (Continued)

Page 6 of 6

This Mortgage prepared by: MANTENO BANK P.O. BOX 697 MANTENO, IL, 609)50
INDIVIDUAL	. ACKNOWLEDGMENT
STATE OF Llenain) .
COUNTY OF COOK) 88)
be the individual described in and who executed Mortgage as his or her free and voluntary act and Given under my hand and official seal this	ublic, personally appeared JOHN J WALSH SR, to me known to the Mortgage, and acknowledged that he or she signed the deed, for the uses and purposes therein mentioned. day of
Notary Public in and for the State of	With the same of t
My commission expires	MOFFICIAL SCAL* SIGHY A. BACP
	My G
	County Clarks
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