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oan Notice to 1,8632167, and program uses there are continued the research of the	CUUR COUNTY RECORDER

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MORTGAGE AND ASSIGNMENT OF NOTE AND MORTGAGE

THIS MORTGAGE (County Instrument') la given	OR MAY 25, 1865
The morigagor is INCHARD N. SY AMSON AND KAHIN B. S	WANSON, HUSBAND AND WIFE
	("Borrower"). This Security Instrument is given to
SHELTER MONTGAGE CORPORATION	, which is organized and existing
under the laws of THE STATE OF W.9CONSIN	, and whose address is
	10 00 00 00 00 00 00 00 00 00 00 00 00 (*Lender).
	Forty Two Thousand Stu Nundred and 00/100
Dollars (U.S. \$ 142.000.00	debt is evidenced by Borrower's note dated the same date as this
	payments, with the full debt, if not paid earlier, due and payable on
	. This Security instrument esqures to Lender: (a) the repayment
of the debt evidenced by the Note, with interest, and all a	ene wals, extensions and modifications of the Note; (b) the payment
	uph 7 to protect the security of this Sepurity Instrument; and (c) the
	under thir Socurity Instrument and the Note. For this purpose,
	ender the following described property located in an appropriate a
	County, liknola:
LOT 31 IN BLOCK 12 IN WINSTON PARK NORTH WEST UNIT	FNO. 1, BEING A CURDIVISION IN THE SECOND 49 (Files express) and all
SECTION 12. TOWNSHIP 42 NORTH, RANGE 10 EAST OF TH	LE THIRD PRINCIPAL MERIDIALY
ACCORDING TO THE PLAT THEREOF RECORDED IN THE R	ECORDER'S OFFICE ON JULY 25.
1967 AS DOCUMENT NO. 15.972.096 IN COOK COUNTY, ILLI	NOIS.

Professional State & State Control of the Control o

Wing at the area of the term of a fet and and

LONGO A STATE CONTROL

Such property having been punchased in whole or in part with the sums secured hereby

Tax Key No: : 02-13-406-030-0000 which has the address of 1868 DOROTHY DRIVE Iffinals ecosy-cold of the real colors and the ('Property Address');

ILLINOIS - Single Family - Fannie Maai Freddie Mac UNIFORM INSTRUMENT

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TOGETHER WITH all the improvements now or introduction or interested on the property, and all easements, appurtenences, 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 setate hereby convoyed 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 coveriants for national use and non-uniform coveriants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 ranks 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 provincies of paragraph 8, in itsu 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 2901 et seq. ("RESPA"), unless another law that applies to the Funds sale 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 settimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Encrow items or otherwise in accordance with applicable taw.

The Funds shall be held in an institution whose deposits are insured by a faderal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or the ray 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. However, Lender may require so lower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this form, 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 samings on the Funds. Borrower and Lender may agree in unting, 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 piedged as additional security 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 applicable law. If he amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so note discrewer in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrow it 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 return to Borrower any Funds hald by Lender. If, under paragraph 21, Lender shall sequire or sell the Property, Lender, prior to the exquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments recoived by Landur 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 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 payments. Borrower shall promptly furnish to Lendar all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lendar receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a)

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UNOFFICIAL COPY

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 requested ing payment.

- Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, 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 to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance as not evaluable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance occurrage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in surance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in surance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in surance coverage 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 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.
- 13 de 9. Impection. Les de 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 uninspection specifying reasonable cause for the inspection.
- any condemnation. The proceeds of any award or claim for damages, circot or consequential; in connection with any condemnation creation taking countries part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, defined a second of the property of

Instrument, whether or not then due, with an excuss 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 eumented by this Security Instrument Immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same 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, unless Borrower and Lender otherwise agree in writing of 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.

an award or settle a claim for damages. Borrower falls to respond to Lender while 30 days after the date the notice is given; when a sum and the control and apply the proceeds, at its option, either to respond to repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Discrete 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 emount of such payments.

- 11. Borrower Not Pielesed; 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 excessor in interest of Borrower shall not operate to reliase the liability of the original Borrower or Borrower's successor in interest or refuse to extend time for prement 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 practicle the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-eigners. The covenants and agreements of this Security instrument shall bind and berieff the successors and assigns of Lender and Borrover, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-eigne this Security instrument but does not execute the Note: (a) is co-eigning this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) 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 🖈 isw which sets maximum loan

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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 pariods 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 falls 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 cenewal 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 actrower otherwise agree in writing, incurance proceeds shall be applied to rectoration or repair of the Property damaged, in the rectoration or repair is economically feasible and Lender's security is not lessened. If the rectoration or repair is not economically feasible and Lender's security is not lessened. If the 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 could the incurance proceeds. Lender may use the processes 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 positions the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments if under paragraph. 21 the Property is apquired by Landau, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquiellion shall pass to Landau to the extent of the sums secured by this Security instrument immediately prior to the acquiellion.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the exertition 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. 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 lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by the Socurity instrument or Lender's security interest. Borrower may cure euch; a default and reinstate; as provided in paragram 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith determination, precludes for such of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument of Lender's security interest. Borrower shall; also be in default. If Borrower, during the loan application process, gave included in lase or insccurate information or statements to Lander (or falled to provide Lander 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 recidence. If this Security Instrument is on a leasehold, Borrower shell comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to Sectionary Sett

7. Protection of Lander's Rights in the Property. If Borrower falls to perform the covenants 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 forfalture or to enforce laws or regulations); then Lander may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

charges, and that law is finally interpreted so that the interest or other loan charges adjected 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. Lender 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 any 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 or Lender when given as provided in this paragraph.

tis. Governing Law, Severability. This Security instrument shall be governed by federal law and the law of the jurismitted in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicate with applicate with applicate with applicate with applicate with applicate with a such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

and of this Security instrument one conformed copy of the Note and of this Security instrument of the Security instrument of the

17. Transfer of the Property or a Beneficial interest in Borrowerf all or any part of the Property or any interest in it is sold 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 at all 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 chall 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 ascured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without in the notice or demand on Borrower.

18. Borrower's Right to Reinetate. 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 reinetatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enverging 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) curse 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 Lander may reasonably require to assure that the tien of this Security Instrument, Lender's rights to the Property and Borrower's obliquation 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

Instrument) may be sold one of more times without prior notice to Borrower. A sale may result to a change in the entity (known as the *Loan Servicer*) that collects monthly payments due under the Note and this Security instrument. There elso 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 with notice with 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. Sorrower 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 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, lawault 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

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promptly take all necessary remadial actions in accordance with Environmental Law.

As used in this paragraph 20, *Hazardous Substances' are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or formaldshyde and radiosctivs materials. As used in this paragraph 20, *Environmental Law* means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender 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 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 specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after cooperation 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 cured on or before the date specified in the notice, Lender at its cotton may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remediate provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower Borrower shall pay any recordation costs.
 - \$3. 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 ingether with this Security Instrument, the covenants and agreements of chir Recurity Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Condominium Rider Planned Unit Developm Rate Improvement Filde	P*****	syment Rider
Other(s) [apecify] BY SIGNING BELOW, Borrower accept and in any rider(s) executed by Borrower and Witnesses:		covenerie contained in this Security	y instrument (Seal
	FIICHARD H. I	MARION SULLINGUES	-Borrowei
	Additional to the second		-Borrowei
		·	-Borrower

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SOMETHOR OF BURNERS

STATE OF ILLINOIS, Cool (County se:	
hereby certify that RICHARD H. SWANSON AND KARIN B. SWA	a Notary Public in and for said county and state, do NSON, HUSBAND AND WIFE	
personally known to me to be the same person(s) whose name before me this day in person, and acknowledged that he/she/the his/her/their free san't voluntary act, for the uses and purposes t	y signed and delivered the said instrument as	
Given under my hand any official seal, this 25TH day of I	MAY, 1996 KINAL GLAYTON	
My Commission expires: OFFICIAL SEAL" KINA CLAYTON NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS	Notary Public	
This instrument was prepared to the strument with the strum		
For value received, Shelter Mortgage Corp. or Wiwnukes, Wi, hi without recourse the within Mortgage together with the Indubted	ineas therein montioned.	
Witness its hand and seal this 25TH day of M SHELTER MORTGACE CO	AY, 1995	
Land C. Darll	TO ASE (JECRETARY SAULLY (SEAL)	
State of Illinois, County of COOK: The foregoing instrument was	acknowledged before me this 25TH day of MAY, 1995	
by LISA D. FLECK ar of Shelter Mortgage Corp., a Wisconsin Corporation, on behalf		
My commission expires: 11/30/1998 This instrument was prepared by: LISA FLECK	Notacy Public	
	OFFICIAL SEAL ELEANOR A BENNEIT	
	MY GOMNESH OF THE STATE OF ILLINOIS SECOND OF THE STATE O	

ADDENDUM TO MORTGAGE

Coot County Clart's Office