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COOK COUNTY RECORDER

Prepared By:

WINDSOR MORTGAGE, INC. 3201 OLD GLENVIEW ROAD WILMETTE, 60091 IL

30579775 LOAN NO.

33 %

JUNE 28 THIS MORTGAGE ("Secure, "ustrament") is given on The mortgagor is DANIEL JUSCHWARTZ AND MARYELLEN L. SCHWARTZ, HUSBAND & WIFE

("Borrower").

1996

This Security Institution is given to WINDLOR MORTGAGE, INC.

ITS SUCCESSORS AND/OR ASSIGNA

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

address is 3201 OLD GLENVIEW ROAD,

WILMETTE, IL 60091

("Lender").

THREE NUMBED FORTY-FIVE THOUSAND AND 00/100 Borrower owes Lender the principal sum of

Dollars (U.S. \$345,000.00). 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 w. paid earlier, due and payable on JULY 1 . This Security Instrument secures to Londer: (a) the repaymen of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all others ms, with interest, advanced under paragraph I to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE THE ATTACHED LEGAL DESCRITION

CENTENHIAL TITLE INCOMPORATED

P.I.N.11-07-200-001-0000

2529 ORRINGTON AVENUE which has the address of

EVANSTON

(City)

Illinois

60201

(fitzanti ("Property Address");

[Zip Coife]

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TOGETHER WITH all the improvements now or hereafter 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 fawfully 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 encombrances 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.

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 when may attain priority over this Security Instrument as a lien on the Property; (h) yearly leasehold payments or ground rents on the Property, if any; (c) yer by 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 paragray a 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 foan may require for do rower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 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 Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable large.

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 Prograf Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and emplying the Funds, annually analyzing the escrow account, or verifying the Escrow Beins, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time tharge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provide, 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 interest shall be paid on the Jurids. 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.

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 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 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 efurd to Borrower any Funds 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 Funds held by Lender at the time of acquisition or cale 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 I 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 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 evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien

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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 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 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, bazards 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 florrower 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 Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to I ender all receipts of paid premiums and renewal notices. In the event of loss, Horrower shall give prompt notice to the insurance carrier and Londer. Londer may make proof of loss if not made promptly by Borrower.

Unless Lend a and Horrower 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 feasible. 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 Independent, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer section 30 days a notice from Lender that the insurance currier 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 egree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to a 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, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrover's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property ex 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 extendating circumstances exist which are beyond Borrower's control. Lorrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Baryower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiting of the Property in otherwise materially impair the hea created by this Society Instrument or Leider's security interest. Horrower may cure such a detailt and reinstate, as provided in paragraph 18, by emising the action or proceeding to be dismissed with a rilling that, in Lender's good faith determination, preclades forfeiture of the Borrower's interest in the Property or other material impairment of the fren created by this Security Instrument or Lender's security interest. Borrower shell also be in default if Borrower, during the loan application process, gave materially talse or maccurate information or statements to Leoder (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, out not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a teasehold, Borrower shall comply with cil the provisions of the lease. If Horrower acquires 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 Hortower fails to pertain the covenants and a regiments contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property fauch as a proceeding in bankingtey, 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 same secured by a hen 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.

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- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, 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 coverage lapsed or ceased 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 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 Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condentiation. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a too? 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 came diately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument trainediately 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 been than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or onless 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 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 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 Released; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability 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 property 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 waive, of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Linbility; 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 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 (c) agrees that Londer 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 interproted 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. 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.

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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 Horrower or Londer when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Scentity 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. Burrower'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. It 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 Londor's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Socurity Instrument. However, this option shall not be exercised by Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exorcises this option, Londor 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 the reserve fails to pay these sums prior to the expiration of this period, Londor may invoke any remedies permitted

by this Security Instrument without further notice or domand on Horrower.

18. Horrower's Repl. to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument the continued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) be ow sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this occupity Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Indicament 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 so a action as Londer may reasonably require to assure that the fien of this Security Instrument shall continue unchanged. Upon contatement by florrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accideration 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 price, rouce to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due water 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 paythough 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 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, der and, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazard me 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, flor ower shall promptly take all necessary remedial activas in accordance with Invironmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic of hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum pre anets, 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 jurisdiction where the Property is located that relate to health, safety or environmental protection.

MON-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 acceleration and the right to assert in the foreclosure proceeding the non-

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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 option 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 remedies 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 to Borrower. Horrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives a 24. Riders to this Security Instrument. If on Security Instrument, the covenants and agreements of this Security Instrupplicable box(cs)?	e or more riders are executed by Borro's feach such rider shall be incorporated in	wer and recorded together with this ato and shall amend and supplement
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rulor	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Roter	Rato Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower arcepts and a in any rider(s) executed by Borrower and recorded w		ned in this Security Instrument and
Witnesses:	2 () Malura	(Scal)
Anny Angus ng Campa ng Languagan ang ang ang ang ang ang ang ang ang	DANIEL J. BCHWAL	
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MER BALLET MEGAMILITA MANTANIAN AND AND AND AND AND AND AND AND AND A	7	(Scal)
STATE OF ILLINOIS,	John This Lime For Askingwindgmant] Cook ('s)	nunty va:
t, do hereby certify that DANIEL J. BCHWA		ic in and for said county and state, PRARTS / TOBBARD / A/RIFE/
subscribed to the foregoing instrument, appeared beforeigned and delivered the said instrument as THEI	personally known to me to be the same ore me this day in person, and acknowl R free and voluntary act, for the t	person(s) whose name(s) edged that THEY ises and purposes therein set forth,
Given under my hand and official seal, this 2	8TH day of JUNE	(1996 . (၂)
My Commission expires:	1/40-20	8

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OFFICIAL BEAL KATHLEEN L. GARRITY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2-19-2000

STATE OF [11]	inois)		
COUNTY OFCoc) <u>)k</u>)		
	1		
10		nd for the State of,	
County of Coot	, do hereby certif	fy that <u>Daniel J. Schwartz</u>	
	, !	who is personally known to me	
to be the same person w	ho executed the within	n instrument AS THE ATTORNEY IN	
FACT of Maryel	len-L. Schwartz	appeared before me	
this day in person, and acknowledged that he/she signed, sealed, and delivered the			
said instrument, as the attorney in fact, as the free and voluntary act of himself/herself			
and of said Maryellen L. Schwartz , his/her said principal for the			
uses and purposes in said instrument set forth.			
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		$O_{S_{c}}$	
Given under my hand an	d seal this 28t)	h_day of	
19_96		. /	
		Kitte LA 1	
		Notary Public	
My Commission Expires:			
		OFFICIAL SEAL KATHLEEN L. GARRITY	
والمراجعة	Pi printing the second party and a second party second pa	NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 2-10-2000	

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Property of Coot County Clert's Office

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