WHEN RECORDED MAIL TO

DAMEN FEDERAL BANK FOR SAVINGS 5100 SOUTH DAMEN AVE. CHICAGO, IL. 60609

Loan Number : DR 10248

DUTE OF RECORDING 131,50 1:0011 TRAN 3429 10/01/96 13:41:00 10637 + KP *- 96-744970 100% LOUNTY RECORDER

ISPACE ABOVE THIS CINE FOR RECORDING DATAL

THIS MORTGAGE, Security Instrument") is given on September 27, 1996 The mortgagor is JUAN C. ISAIS and MIGDALIA ISAIS, HIS WIFE

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

DAMEN FEDERAL BANK FOR SAVINGS which is organized and existing under the laws of ILLINOIS 5100 SOUTH DAMEN AVE., CHICAGO, LLINOIS 60609

, and whose address is

("Lender"). Borrower owes Lender the principal sum of NINETY-TWO THOUSAND DOLLARS AND JO/100

92,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S.\$ this Security Instrument ("Note"), which provides for montily payments, with the full debt, if not paid . This Security Instrument secures earlier, due and payable on October 1, 2026 to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Eccewer does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

LOT 510 IN THIRD AUSTIN BOULEVARD ADDITION TO BOULEVARD MANOR, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, I COOK COUNTY, ILLINOIS.

PERMANENT INDEX #16-32-417-00 ₹

"THIS MORTGAGE HEREBY INCORPORATES THE AFFIDAVIT OF OCCUPANCY DATED SEPTEMBER 14, 1996."

which has the address of

3715 SOUTH 59TH COURT (Streot)

CICERO [Clty]

Illinois

60650

("Property Address");

[Zip Code]

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

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(9012) OTEM 1876

(page 1 of 6 pages)

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TOORTHER WITH all the improvements now or becomes rected on the property, and all easements, appurtenances, and continues now or increation 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 us the "Property."

BORROWER COVENANTS that borrower is inwitilly seised of the estate hereby conveyed and has the right to grant and ageonvey the Property and that the Property is unencombered, 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.

0 THIS SECURITY INSTRUMENT combines uniform covenants for antional use and non-uniform covenants with limited "Ivariations 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 Londor, Borrower shall pay to Londor on the day monthly paymonts are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground cents on the Property, if any; (e) yearly hazard or property incurance promitime; (d) yearly flood insurance promitime, if any; (e) yearly mortgage manrance premiums, if any; and (f) any sums payable by Borrower to Londor, in accordance with the provisions of paragraph 8 in lieu of the payment of mortgage lasurance premiums. These items are called "flectow Items." Londer may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrew account under the federal Real Estate Settlement Procedures Act of 1974 as amonded from time to time, 12 U.S.C. § 2601 of seq. (RilSPA"), unless another law that applies to the Punds sets a lessor amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Pands due on the basis of current data and reasonable estimates of expenditures of future Escrew Rems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londor, if Londor is such an institution) or in may Folloral Home Loan Bank. Londor shall apply the Funds to pay the escrew itoms. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrew 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 Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londor in connection with this loan, 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 Bossower any interest or earnings on the Funds. Bossower and Londer may agree in writing, however, that interest shall be paid or the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and dobits to the Funds and the surpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by his Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be hold 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 Borroy or it, 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 promotly refund to Borrower any Funds hold by Londor. If, under paragraph 21, Londor shall acquire or soil the Property, Londor, 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 rainst the sums secured by this

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lorder under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payrole 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 attributed to the Property which may attain priority over this Security Instrument, and teasehold 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 accured by the lien in a manner acceptable to Lender; (b) contests 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 lion; or (c) secures from the holder of the lion an agreement satisfactory to Lender subordinating the liou 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 antisfy 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

Form 3014 9/90 (page 2 of 6 pages)

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Figuires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Londer's approval which shall not the unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Londer's rights in the Property in accordance with panigraph 7.

All insurance policies and renewals shall be acceptable to Londor and shall include a standard mortgage clause. Londor shall give the right to hold the policies and renewals. If Londor requires, Borrower shall promptly give to Londor all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor, Londor

may make proof of loss if not made promptly by Borrower.

Unless Londer 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 Londer's security is not lessened. If the restoration or repair is not economically feasible or Londer'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 abandons the Property, or does not answer within 30 days a notice from Londer that the insurance carrier has offered to settle a claim, then Londer may collect the insurance proceeds. Londer 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 Londor and Birrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly rayments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraphs 21 the Property is acquired by an ider, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition about pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protoction of the Property: Hornwer's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Proportier's forrower'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 Lendor otherwise surrous in witing, which consent shall not be unreasonably withheld, or unless extenuating circumutances exist which are beyond Borrower's counted, 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, whother civil or criminal, is begun that in London's good with judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security fastrument or Londor's security interest. Herrower may ours such a default and reinstate, as provided in paragraph 18, by causing 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 Primerty or other material impairment of the flor created by this Security Instrument or Lendor's security Interest. Borrower shall use be in default if Borrower, during the town application process, gave materially false or inaccurate information or statements to Legiler (or falled to provide Londer with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower neguiros for title to the Property, the leasehold and the for title shall not merge unless Lander agrees to the merger in writing.
- 7. Protection of Londor's Rights in the Property. If Borrower fails to perform the companies and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Londor may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Londor's anions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attentors, face and entering on the Property to cake repairs. Although Londor may take action under this paragraph 7, Londor does not been acted to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional dabt of Borrower secured by this Scenity Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of disbursoment at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requesting payment.

- B. Mbrigage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Horrower 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 coases to be in affect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insuran 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 coased to be in affect. 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 insurance of 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 Lander or applicable law.
- 9. Inspection, Londor or its agent may make reasonable entries upon and inspections of the Property. Londor shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
 - 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Partiely ... Fannic Mac/Freddie Mac UNIFORM INSTRUMENT .. Uniform Covenants 9/90 (page 3 of 6 pages)

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indemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

paid to Londor.

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 taking 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, divided by (b) 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 this Security Instrument whether or not the sums are then due.

If the Property is at andoned 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 an 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 Londor and Borrow i Cherwise 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; Furbusance 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 liability of the original Sorrower 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 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 waiver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Ability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Junder 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 plortage, 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 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 Por ower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a low 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 newscarry 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 aireal 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 Horrower 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 Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument

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

15. Governing Law: Sovembility. 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 at: I not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borto-ver's Copy. Borrover shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Berrower. If 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, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exercises this option, Londor shall give Borrower notice of acceleration. The notice shall provide a period of not less than 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, Londor may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Berrower'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 off(a) 5 days (or such other period as applicable law may

Single Pamily - Panale Mac/Freddle Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 4 of 6 pages)

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specify for renatationant) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) cappy 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 adjournants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, resistable attendays' 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 same secured by this Security Instrument shall additions unclarged. Upon relatitationant by Borrower, this Security Instrument and the obligations secured hereby shall remain this offective as if no acceleration had occurred. However, this right to relating shall not apply in the case of acceleration under passagraph 17.

19. Sale of Note: Change of from 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 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 centain any other

information equired by applicable law.

20. Hazardous Sub-access. 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 Pavisonmental 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 funder 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. It 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 actordance 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 pesticides and herbicides, volatile solvents, materials counting 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, sufety 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 of 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 tout the 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 is from Borrower of the right to reinstate after acceleration and the right to sesert 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 specific in the notice, Lender at its option may require bounedlate payment in full of all sums secured by this Security Instrument without frainer 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, buy not limited to, 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

withauxcharge to Borrower, itorrower shall pay any recordation costs.

23. Wilve of Homestead, Borrower waives all right of homestead exemption in the Property.

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F. DAVIS

(Namo)

5100 SOUTH DAMEN AVE. (Address)

50609 CHICAGO, IL

"OFFICIAL SEAL" PAM FRAZER Notary Public, State of illinois My Commission Expires 04/17/2000 2000000000000000000

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