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

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mered By: INDSOR MORTGAGE, INC. 3201 OLD GLENVIEW ROAD WILMSTY'S, ZN 60091

DEPT-01 RECORDING \$33.50 T\$0031 TRAN 3992 10/31/96 14:46:00 ## #KF #-96-831239 COOK COUNTY RECORDER

LOAN NO. 30689925

MORTGAGE

THIS MORTGAGE ("Secretary Instrument") is given on OCTOBER 22 The mortgagor is ERIC J. WIELD AND MOIRA K. MIELD, HUSBAND AND WIFE

Borrower")

("Loculor").

This Security Instrument is given to WIND FOR MORTGAGE, IMC.

ITS SUCCESSORS AND/OR ASSIGNS

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

address is 3201 OLD GLENVIEW ROAD,

WILKETTE, IL 60091

TWO BUILDRED TWENTY-THREE THOUSAND TWO Borrower owes Leader the principal sum of

HUNDRED AND 00/100

Dollars (U.S. \$ 223, 200.00). This debt is evidenced by Barrier's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if a paid earlier, due and payable on MOVEMBER 1, 2026 . This Security Instrument secures to Londor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment or all other rums, 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 mortgan, grant and convey to Lender the followings County, Illinoic,) described property located in COOK SOM OFFICE

SEE LEGAL DESCRIPTION ATTACHED

P.I.M. 214-18-310-019 which has the address of 4223 MORTH CAKLBY AVENUE

CHICAGO

Illinois

60618

(Street) ("Property Address");

(Zim Code)

ILLINOIS - Single Family - Fannie Mae/F.xdde Mac UNIFORM INSTRUMENT Form 3014 \$/90 r Forms Inc. (800) 446-3555

UFY #FNMA3014 11/84

(City)

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BENTEESS S

-0-6-1

LOT 20 IN BLOCK IN HARM'S SUBDIVISION OF THAT PART OF LOT 3 IN BLOCK 1 IN W.B. OCUEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP AD NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF NORTH OAKLEY AVENUE, IN COOK COUNTY, ILLINOIS.

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SC3783053

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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 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.

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 sacrathly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments "vic) may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mor gape insurance premiums, if say; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph I, 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a leaser 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 less of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable less.

The Funds shell be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any redwal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding opplying the Funds, annually enalyzing 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 Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lander 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. Lander 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's 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 reland to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to be equisition 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. Union applicable law provides otherwise, all payments received by London 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 lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not peid in that manner, Borrower shall pay them on time directly to the person owed payments. 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 lies in, legal proceedings which in the Lender's opinion operate to prevent the genforcement 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 Londer determines that my 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 shell keep the improvements now existing or hereafter erected on the Property immed 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 withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lander's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lander 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 renoval notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander.

Lender may make rainf of loss if not made promptly by Borrower.

Unless Lander 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 Lander's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security has count, 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 Leader that the insurance carrier has offered to actile a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the 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 acquired by Leader, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the sequisition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Pretection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, setablish, and use the Property as Bo row w's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property at Borrower's principal residence for at least one year after the dute of occupancy, unless Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extensisting circumstances exist which are beyond Borrower's control. Por rower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Surrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith juigment could result in forfaiture of the Property or otherwise muterially impair the lies created by this Security Instrument or Len for's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or provered ing to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lander (or failed 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 residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lesse. If Borrower acquires fee title to the Property, the less shall and the fee title shall not merge unless Lander agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and appearance contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a 💆 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and & pa; for whatever is necessary to protect the value of the Property and Lander'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' free 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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5. Mortgage Immerance. 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 Leader 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 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. Leader 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 Lander, if mortgage insurance coverage (in the amount and for the period that Lander requires) provided by an insurer approved by Lander 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 ands in accordance with any written agreement between Borrower and Lender or applicable law.

9. Impaction. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

18. Condew store. 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 Lande .

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, will my excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in an distoly before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately below 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 sume 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 Borm wer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing despicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether of 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 sward 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, cut or to restoration or repair of the Property or to the sums secured

by this Security Instrument, whether or not than due.

Unless Lander 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; Forbearance 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 Lorder to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor, in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for percent 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 Liability; Co-signers. The covenants and exceements of this Security Instrument shall bind and benefit the successors and assigns of Lander 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 Bernwer'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 Bottower may agree to extend, modify, forbear or make any accommodations: with regard to the torms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the load; exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to this.) permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed 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 charges 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 Γ it by first class smil unless applicable law requires use of snother method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Londor 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.

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 Security Instrument or the Nots 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. Borrower's Capy. 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. 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 Lander's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lander if exercise is prohibited by federal law as of the date of this

If Leader exercise, his option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of not Security Instrument. loss 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 Borrowe, file to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower. 18. Borrower's Right & Painstate. If Borrower mosts certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disc as and at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before e.s. 4 the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this locurity Instrument. Those conditions are that Borrower: (a) pays Lander all sums which would be due under this Security Insurancest 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 lies of this Security Instrument shell continue unchanged. Upon r answement 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

19. Sale of Note; Change of Loan Servicer. To Note or a partial interest in the Note (together with this Security of acceleration under paragraph 17. instrument) may be sold one or more times without prior ratics to Borrower. A sale may result in a change in the entity (known as the "Loss Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loss Servicer unrelated to a sale of the blots. If there is a change of the Loss Servicer, Borrower will be given written notice of the change in accordance with paragrant is above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which pays of should be made. The notice will also contain any other

26. Hazardous Substances. Borrower shall not cause or permit (so presence, use, disposal, storage, or release of any information required by applicable law. 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 s'all not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognize a to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, de and, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazar louis 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, Derrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or invarious substances by Environmental Law and the following substances: gasoline, 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 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 coverant 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) (c) a date, not less than 36 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 essert in the foreclosure proceeding the non-

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24. Ridges to this Security Instrument. If urity Instrument, the covenants and agreements of this Security Is licable box(es)]	s of each such rider shall be incorporated into	o and shall amend and supplen
Adjustable Rate Rider	Condominium Rider	2 1-4 Family Rider
Gradumed Payment Rider	Plenned Unit Development Rider	Biwookly Paymont Ri
Belicon Rision Other(s) [specify]	Rate Improvement Rider	Second Home Rider
BY SIGNING BELOW, Borrower screpts and executed by Borrower and executed by Borrower and executed by Borrower and executed assess:		•
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	RRIC J. WIELD	
والمراقبة المساورة والمراقبة	MOIRA R. MIELD	Bone
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TE OF ILLINOIS, COOK	Cour	nty (at)
nama wa anama twany '	a Notary Dublic	in and for an county and sta
I. the undersisued	AND MOIRA E. MIRLD, HUSBA	
I, the Uniters is a self- sereby certify that RRIC J. MIBLD scribed to the foregoing instrument, appeared b	AND MOIRA E. MIELD, HUSBA, personally known to me to be the same pe	erson(s) whose name(s) lged that THBY
I, the Undersigned wield with the world will be with the world be with the world by the will be with the world by the will be with the world by the	AND MOIRA K. MIRLD, HUSBA	

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