. DEPT-01 RECORDING

\$29.00

- . T00009 TRAN 5619 11/12/96 10:21:00
- 47812 | BK #-96-859790
- COOK COUNTY RECURDER

PET # 84 87.3	Management Accord 47/4450/14/8
MORTGAGE	290
THIS MORTGACE Electricy instrument's is given on VIRELLIA, MARRIED TO EACH The mortgager is CAXLE VIRELLIA AND IRENE VIRELLIA, MARRIED TO EACH	.996 OTHER
PIONEER BANK & TRUST COMPANY  under the laws of STATE OF ILLINOIS  2525 NORTH KEDZIE AVENUL, THICAGO, IL 60647  Borrower owes Lender the principal sum of SIXTY THOUSAND EIGHT HUNDRED AND	/ instrument is given to organized and existing nd whose address is ("Lanr").
Thin debt is evidenced by Borrower's note deted the same sale as this Security Instrument ('Note'), which provide with the full riebt, if not paid equiter, due and payable on Discreminant 1, 2026.  This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note renewals, extensions and modifications of the Note;(b) the payment of the sums, with interest, edvanced under the security of this Security Instrument; and (a) the performance of Note wer's coverants and agreements under the security of this Security Instrument; and (b) the performance of Note wer's coverants and agreements under the security of this Security Instrument; and (c) the performance of Note wer's coverants and agreements under the security of this Security Instrument; and (d) the performance of Note wer's coverants and agreements under the security of this Security Instrument.	ps for monthly payments its, with interest, and all ir paragraph 7 to protect
and the Note. For this purpose, Bonower does hereby mortgage, grant and cunvey to Lender this following des inCOOK	

LOT 47 IN BLOCK 17 IN BEEBE'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER (EXCEPT 5 ACRES IN THE NORTH EST CORNER THEREOF) IN -- SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

859790

which has the address of 1253 NORTH MONTICELLO AVENUE CHICAGO (City)

IPhole 60651 ('Property Address')
ILLINOIS Single Femily - FNMA/FHLMC UNIFORM INSTRUMENT
D8M750IL MTG.3014.1 Page 1 of 8

Loan #: 600479238

FORM 2014 9/90 Mynorus, Inc. FormGen

**BOX 169** 

8482320FX

HALL TITLE!

W. Pur

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TOGETHER WITH at the improvements now or horizons erected to the property, and all earlierness, 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 toregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select 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 povenant 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 leasuhold payments or ground rents on the Property, if any; (o) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the permiums of mortgage insurance premiums. These liems are called "Escrow liems," 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 oscrow account under the federal Real Estate. Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. a 2601 et seq. ("RESPA"), unless mother law that applies to the Funds suts 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 expeciditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an intitution whose deposits are insured by a foderal agency, instrumentality, or entity (including Lander, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow 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 marte or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrow et willfout charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds are piedged as additional security for all some secured by this Becuitty 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 low 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 Canadar's sole discretion.

Upon payment in full of all sums secured by this Security Instrument. Leader shell promptly refund 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 sale as a gradit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second to smounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. CHARGES; LIEMS. 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, form we shall pay these obligations of the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time shootly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If forcewer makes these payments directly, Borrower shall promptly lumish to Lender receipts evidencing the payments.

Borrover shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agless 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 by, or defends against enforcement of the lien in, logal proceedings which in the Lender's opinion operate to prevent the antercement of the lien; or (c) secures from the incider 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 hubject to a lien which may stially 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 unitions set forth shave within 10 days of the giving of notice.

5. HAZAND OR PROPERTY INDIVIANCE. Borrower shall keep the improvements now existing or heroefter erected on the froperty insured against loss by fire, hazards included within the term "extended soverage" and any other hazards, including floods or flooding, for which Lender requires insurance while insurance shall be altered to the smooths 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 floreover falls to maintain obversige described above, Lender may, at Lender's option, obtain goverage to protect Lender's rights in the Property in accordance with paragraph 7.

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All insurance solicies and Sandard mortgage oleuse. 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 renawal 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.

tiniess Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance procoeds. 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. Lender and. Borrower atherwise 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 Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the

- 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION: Borrower shall occupy, ostablish, and use the Property as Borrower's principal residence within sixty days after the LEASEHOLDS. execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless. Lender otherwise agrees in writing, which consent 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 Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the Hen created by this Security I strument or Lender's security interest. Borrower may cure such a default and reinstato, as provided in paragraph 18, by causing the auton or proceeding 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 greated 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 Lender (or felial to provide Lender with any material information) in connection with the loan evidenced by
- he Note, including, but not limited.

  Secretly instrument is on a leasehold, Borrower property, the leasehold and the fee little shall not merge unless Lemma.

  7. PROTECTION OF LENDER'S RIGHTS IN THIS PROPERTY. If Borrower falls to permanent of the property instrument, or there is a repul proceeding that may significantly sifect Lungers.

  (such as a proceeding in bankruptcy, probate, for combination or forfeiture or to enforce laws or regulations), them 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 tien which has privily 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, Lander does not the so.

  \*\*The Room of Making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of making the loan secured by this Security in the property of the property of the property of the property of the property and Lender's repulsion to the property of the property

- Insurance coverage required by Lender lapses or ceases to be in effect, Borrower shelf rest 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 alternato mortgage insurer approved by Lemies It substantially equivalent mortgage Insurance, coverage is not available, Borrower shall pay to Lender each month a sum equal to fine medith 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 lungrir be required, at the option of Lander 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. Burrower shall, pay the premiums required to maintain, murtougo 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.
- 8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property Lander shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. CCNDEMNATION. The proceeds of any sward or claim for dumages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in tieu of condemnation, are hereby assigned and shall be paid to

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whother or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking unless Borrower and Lander otherwise agree in writing, the sums secured by this Security. Instrument shall be reduced by the amount of the proceeds multiplied by the following function:(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 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.

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If the Property is abundanced by Lorowic, or if after roller by Conducto fluorowic that the policement offers to make an award or sentile a claim for damages. Proposer fails to respond to Legider within 30 days after the date the notice is given. Lender is authorized to collect and apply the precentes, at its option, either to restoration or repair of the Property or to the sums assured by this Security Instrument, whether or not then due.

. Unless Lander and Bostower otherwise agree in willing, any application of proceeds to principal shall not extend or positions the

due date of the monthly payments referred to in pacagraphs 1 and 2 or change the amount of such payments.

11. DORROWER NOT RELEASED; FORBEATANCE BY LENDER NOT A WANTER. Extension of the line for payment or modification of amorbization 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 payment or otherwise mority amorbization of the sums secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbestence by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSKARS BOUND; JONE AND SEVERAL LIABUTY; GO SIGNETS. The envenante and systements 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, forboar or make any accompdations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. LOAN CHAPGES. If the loan secured by this Security Instrument is subject to a law which sets medimum 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 icon exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lendar may choose to make this return by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reducitor will be treated as a partial prepayment without any prepayment charge under the Note.

14. NOTICES. Any notice to Porrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law scribins use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice. Any notice to Lender shall be given by first class mail to Lender's address stated nerein 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 florrower or Lender viter given as provided in this paragraph.

15. GOVERNING LAW: SEVERABILITY. This Security instrument shall be governed by federal law and the law of the judadiction 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 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. BONNEWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. THANSFER CK! THE PROPERTY OR A BENEFICU. INTEREST IN BOHROWER. If all or any part of the Property or any interest of it is sold or transferred (or it a beneficial interest in Boirrows is sold or transferred and Boirrower is not a natural person) without Lenders 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 Lender if exercise in prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower halls to pay these sums prior to the expiration of this period, Lendor key invoke any remedies permitted by this Security Instrument, when the without further notice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower must detain conditions, Sorrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 day (or such other period as applicable taw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays 1 and or all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any drisult of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to responsible atturneys' face; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Programment in the property of this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CLANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be until one or more times without prior notice to Burrower. A sale may result in a change in the only (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be under 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 contain any other information regulard 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 size to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two mentences 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, utalm, demand, lawault or other aution by any governmental or regulatory agency or private party involving the Property and any Hexardous 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 remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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L 1-4 Family Rider

As used in this paragraph 10, virizations Sub-limit a large trial case defining the toxic or hazardous substances by "Environmental taw and the blooking a bitable sign office or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental taw" 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. Lander shall give notice to Borrower prior to acceleration following florrower's breach of any coverant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable tow provides otherwise). The notice whall specify: (a) the richard; (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 Becurity instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Landar 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. Landar shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not knited to, reasonable attorneys' tees and costs of title evidence, all of which shall be additional sums secured by this Becurity instrument.

22. RELEASE.	Upon payment of all aumi	secured by this Security	y Instrument, Lend	der shall rolenan t	ihis Security Instrume	nt without
	Corrower shall pay any re-		•			

23. WAIVERS CS / IOMESTEAD. Borrower waives all right of homestead exemption in the Property.

( ) Adjustable Rate Ridor |

24. RIDERS TO THE SECURITY INSTRUMENT. If one or more iders are executed by Borrower and recorded together with this Security Instrument. The comments and agreements of each such rider shall be incorporated. Into and shall amend and supplement the devenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

( ) Condominium Alder

( ) Gredunted Pay ( ) Balloon Ritier ( ) VA. Rider BY SIGNING BELOW, B rider(s) executed by Borrower	allower acaepis #7.2		nunte contained in th	101 Biweekly Payment Filder 101 Second Home Rider 118 Security Instrument and in any
CARLEGA VIRRELA	1. S	(Casi)	·	ihis hfortgage without charge(Beal)
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STATE OF ILLINOIS COUNTY OF CONK	,		OH,	
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personally known to me to be in person, and acknowledged	the same person(s) that and	whose name(s) subscribed to 2.7signed and deliver he,they)	the foregoing instrum	ant. appeare, byloro me this day
free and voluntary act, for the Given under my has	nd and official seal, t	the	····November······	19த்த
My Commission Expires: 3 1	dance	K Last Lug	" O F F I C MARIE R.	AL SEAL"
This instrument was prepared	and should	be mailed to Piones dzie, Chicago, IL 60	IF BOUL ACTU	IC, STATE OF ILLINOIS SION EXPIRES 3/1/2000
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