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96012234

Prepared by: WASHINGTON FEDERAL BANK for savings
2869 S ARCHER
CHICAGO, ILL 60608

DEPT-01 RECORDING \$33.00
T#0012 TRAN 8950 01/05/96 10:06:00
#1731 + C/G **-96-012234
COOK COUNTY RECORDER

MORTGAGE

33⁰⁰

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 19, 1995

The mortgagor is

PETER A ALINOVICH and DENISE M BRODLO, his wife

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

WASHINGTON FEDERAL BANK for savings

which is organized and existing under the laws of

UNITED STATES OF AMERICA

, and whose

address is

2869 S ARCHER CHICAGO, ILL 60608

("Lender"). Borrower owes Lender the principal sum of

THIRTY SIX THOUSAND DOLLARS AND NO/100'S-----

Dollars (U.S. \$ 36,000.00).

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 not paid earlier, due and payable on . This Security Instrument secures to Lender: (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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 20 IN BLOCK 3 IN SUTTON'S SUBDIVISION OF BLOCK 28 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 17-33-327-005-0000

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which has the address of 449 W 38TH STREET CHICAGO [Street, City].
Illinois 60609 [Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90

Amended 6/91

2008(IL) 19502



Printed on Recycled Paper

Page 1 of 6

VMP MORTGAGE FORMS (800)521 7291

BOX 383-CTI



PA DB

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Borrower, shall promptly disburse any sum which has priority over this Security Instrument as a lien which may attach priority over this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this instrument or the title of the securities from the holder of the lien in agreement to Lender satisfying the lien to pay off debts against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the writing of the deficiency account by the Lender in a manner acceptable to Lender; (b) contains in good faith the lien Borrower shall promptly disburse any sum which has priority over this Security Instrument unless Borrower, if it agrees in writing to do so.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. **Charter of Payments.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments required by any other lessee under this paragraph.

5. **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 amounts payable under paragraph 2;

6. **Revolving Fund.** Funds held by Lender shall be applied to the Note, to any late charges due under the Note, to interest due, to principal due; fourth, to prepayment charges due under the Note; and last, to any late charges due under the Note.

7. **Priority.** Lender shall be entitled, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

8. **Secured Instruments.** Shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum secured by

funds held by Lender; (b) under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale

of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum secured by

wages monthly payments, a Lender's sole discretion, shall pay to Lender the amount necessary to make up the deficiency in no more than

one month to pay the Lender to pay the deficiency, Borrower will give to Lender any sum held by Lender in writing, and, in such case Borrower

shall not be liable to Lender for any deficiency which may be paid by Lender to pay Borrower in writing, and, in such case Borrower

for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender shall account to Borrower

if the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

if the funds held by Lender are pledged as additional security for all sums secured by this Security Instrument.

whether claim, an unpaid account of the funds, showing credits and debits to the funds and the purpose for which each

Borrower and Lender may agree in writing; however, that there shall be paid on the funds, Lender shall give to Borrower,

applicable law, requires Lender shall not be required to pay Borrower any interest or earnings on the funds

used by Lender, in connection with this loan, unless applicable law provides otherwise, unless an aggregate service fee

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or escrow fees or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount

1974 as amended from time to time, 12 U.S.C., Section 260 et seq. ("RIFPA"), unless another law applies to the funds

related mortgage loan held by Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are called "Escrow Items."

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); (c) yearly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

1. **Payment of Principal and Interest.** Prepaying Note and Late Charges, Borrower shall promptly pay when due the

(UNIFORM CONTRACT INSTRUMENT) combines uniform security instruments for national use and non-uniform coverings real property.

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform instruments for national use and non-uniform coverings with limited

use will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

greater and more the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage,

instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

fixtures now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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, 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 Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and 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 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 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 Borrower'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 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure 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 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 Lender (or failed to provide Lender 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 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 Borrower fails to perform the covenants and agreements 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 pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender unless otherwise provided for in this Security Instrument shall be given by first class mail to the Property Address and by first class mail unless applicable law requires use of another method. The notice shall be directed to the first class mail to the Lender.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to or by mailing

prepayment charge under the Note

payable to Borrower in a return address previously furnished, the redemption will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceed the permitted limit, and to any sum already collected from Borrower which exceeded permitted limits will be reduced to the permitted limit, and to any sum loan charge shall be reduced by the amount necessary to reduce the charge and that law is thereby interpreted so that the interest of other loan charges collected or to be collected in connection with the and that law is thereby interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceeds the permitted limit, the law which sets maximum limit charges.

14. Lien on Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum limit charges,

make this accommodation with regard to the terms of this Security Instrument or the Note whatever it contains.

secured by this Security Instrument and to agrees that Lender and any other Borrower may agree to extend, modify, reschedule or Borrower's interest in the property under the terms of this Security Instrument, (b) is not permitted to pay the sum Borrower does not exceed the Note; (c) is to satisfy this Security Instrument only to the extent, prompt and convey that instrument but does not exceed the Note; (d) is to satisfy this Security Instrument only to the extent, prompt and convey that instrument if Borrower's earnings exceed the sum and agreements shall be valid and several. Any borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

15. Successors and Assigns. The covenants and agreements of this

exercise of any right of remedy.

successors in interest. Any holder or beneficiary by Lender in exercising any right or remedy shall not be a holder or predecessor in title.

of the sum secured by this Security Instrument for any demand made by the original Borrower or Borrower's

convenience proceedings against any successor in interest or payee or otherwise modify amortization

not operate to release the liability of the original Borrower to Lender, Lender shall not be required to

amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

postpone the due date of the non-interest payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not the sum

Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair of the property or to the sum

want or settle a claim for damages, Borrower to respond to Lender within 30 days after the date the note is given,

if the property is abandoned by Borrower or if after notice to Borrower to make an

he applied to the sum secured by this Security Instrument whether or not the sum are due.

lending, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the property in its condition before the taking is less than the amount of the sum secured 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

amount of the sum secured immediately before the taking, divided by (b) the fair market value of the property immediately

this Security Instrument shall be reduced by the amount of the proceeds immediately before the taking, (a) the sum secured by

Security Instrument to the extent before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this

market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this

written or not to due, with any excess paid to Borrower, in the event of a partial taking of the property in which the fair

in the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security Instrument,

shall be paid to Lender.

and demand of other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the property, Lender shall give

insurable and in accordance with any written agreement between Borrower and Lender of applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage

and Lender will agree, at the option of Lender, to the extent necessary to provide a loss reserve, until the requirement for mortgage

payments may no longer be required, at the option of Lender, if insurance coverage (in the amount and for the period

be in effect, Lender will agree to maintain insurance coverage as a loss reserve in lieu of mortgage insurance. Loss reserve

one-twelfth of the yearly insurance premium being paid by Borrower when the insurance coverage lapses or ceases to

satisfactorily equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the insurance coverage previously in effect, from the ultimate mortgage insurer approved by Lender. If

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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 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. Borrower'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. 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, require 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 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 must pay all sums secured by this Security Instrument. If Borrower fails 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 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 of: (a) 5 days (or such other period as applicable law 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 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 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 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. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 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 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, 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall 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 hazardous 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.

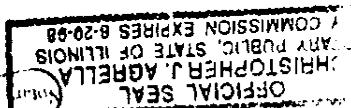
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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My Commission Expires:
17th day of April 1983
Given under my hand and affixed seal this 17th day of April 1983
Signed and delivered before me this day in person and acknowledged that
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
Personally known to me to be the same person(s) whose name(s)
Signature of Borrower



State of Illinois, County of Cook, April 17, 1983, Notary Public in and for said county and state do hereby certify
that

1. The above instrument is executed by a Notary Public in and for said county and state do hereby certify
that

900-222-14

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Witnesses
in my (their) executed by Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- 1-4 Family Rider
Conditional Premium Rider
Planned Unit Development Rider
Hiveekly Payment Rider
Rate Improvement Rider
X Other(s) [Specify] ATF OF UNDERSTANDING

- V.A. Rider
Balloon Rider
Graduated Payment Rider
Adjustable Rate Rider

the covenants and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument.
Security Instruments, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
whether charge to Borrower. Borrower shall pay any recording costs.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21. including, but not limited to, reasonable attorney's fees and costs of title defense.

20. Breach, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph upon
severed by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph upon
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
borrower before the date specified in the notice to remit after acceleration and the right to assert in the foreclosure proceeding the
non-extent of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

UNOFFICIAL COPY**AFFIDAVIT OF UNDERSTANDING:**

THIS LOAN IS PAYABLE IN FULL AT THE END OF 12 Months. You must repay the entire principal balance of the loan and unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher or lower than the interest rate on this loan. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

The principal loan balance that will be due at maturity of the loan, assuming timely payments of principal and interest and no variance due to late charges, mortgage life or disability insurance, or any other change necessary for the protection of our lien will be \$36,000.00.

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Washington County Clerk's Office
WASHINGTON FEDERAL BANK
for savings

BORROWERS:
J. M. H. H.
J. M. H. H.

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