Loan No 950211247

This instrument was prepared by

TIMI KRAEMER/GIVING YOU MORTGAGE

Record and Return to:

GIVING YOU MORTGAGE

2250 E. DEVON STE 235 DES PLAINES, ILLINOIS 60018 96016738

DEPT-01 RECORDING

T+0010 TRAN 3762 01/08/76 12:33:00 +3876 + CJ *-96-01673 COOK COUNTY RECORDER

which is organized and existing

and whose address is

("Lender").

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

[Space Above This Line For Recording Data]

MORTGAGE

DECEMBER 12, 1995

THIS MORTGAGE ("Security Instrument") is given of The mortgages is GERARD PEREZ AND LUDIVINA PER HUSBAND AND WIFE

GIVING YOU MOTICAGE THE STATE IF ILLINOIS

under the laws of THE STATE IF ILLINOIS 2250 E. DEVON STE 23. DES PLAINES, ILLINOIS 60018

Botrower owes Lender the print ipp' sum of

Ninety Five Thousand and 00/10%

Dollars (U.S. \$ _ \$95,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument

JANUARY 1, 2026 ("Note"), which provides for monthly paym ms, 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 Boscower's covenants and agreements under this Security Instrument and the Note. For this

purpose. Borrower does hereby mongage, grant and con tey to Lender the following described property located in COOK

County, Illinois:

LOT 2 (EXCEPT THE EAST 8 FEET THEREOF) IN WESLEY FIGURE FIRST ADDITION A SUBDIVISION OF TEH NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

13-25-107-021×

ATTORNEYS' NAT Tivle betwork

C/6/2

7807 W. 73RD ST which has the address of [Street]

BRIDGEVIEW

[City)

Illinois

60455-Zip Cixle)

("Property Address");

TOGETHER WITH all the improvements now or licreafter 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.

-Single Family -Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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Injuials:

MAS Form - MASO722 REV. 2/28/95

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:

Borrower shall promptly pay when the the principal of 1. Payment of Principal and Interest; Prepayment and Late Charges. and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 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 mortgage insurance premiums. These trems are called "Estrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender for a federally related mortgage loan may require for Borrower's escent account under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies in the Funds are 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 stimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Estrow Items or otherwise in accordance with applicable law.

The Funds are in accordance with applicable law.

The Funds are not held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lunder shall apply the Funds to pay the Escrow Items, unless applicable law provides otherwise. Unless an agreement is made or applicable law permits lender in make such a charge. However, Lender may require Borrower to pay a one-time charge for an in applicable law permits lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an in applicable law permits lender may agree in writing,

Institutencet

If the Punds 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 linms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Imperty, 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 cridit 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; eco id, 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, lives and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground verus, 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 toolees 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 Instrumer, utless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) comests in good fifth 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 lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of 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 for oding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The incurance 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? comunee 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 abbations 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

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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.

 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 externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to Jeterionate, 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 inform disc) 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 Let der'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 actio, under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender entire 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 be at interest from the date of disbursement at the Note rate and shall be payable, with interest, up a notice from Lender to Borrower requesting payment.

- 8. Mortgage insurance. If Lender required no tgage 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 a first, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, then an alternate mortgage insured approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a turn equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may to longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender gagin becomes available and is obtained. Borrower shall pay the premiums required to maintain mort applicable for nortgage insurance ends in accordance with any writer agreement for nortgage insurance or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and itsp crions of the Property. Lender shall give Borrower notice at the time of er prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or contraptantial, in connection with any condemnation or other taking of any pan of the Property, or for conveyance in lieu of condemnation, are hereby as gned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by a is 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 we fair market value of the Property 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 \$1.6000 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 tair 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 \$100 ides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a ciaim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Institutent, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 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 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 preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

 (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may "give to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that borrower's consent.
- 13. Loss 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 loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which e-seeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another met od. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice in I made 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 teen given to Borrower or Lender when given as provided in this palary.
- 15. Governing Law; Severability. This Security Instrument and 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 a palicable law, such conflict shall not affect other provisions of this Security Instrument or he 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 man if person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by nie 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 I are ment.

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 permit of 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 judy nent enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under min Schurity 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.

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19. Sale of Note; Change of Loan Servicer. The Now or a partial interest in the Now (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 native party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrow r learns, or is notified by any governmental or regulatory authority, that any removal or omer remediation of any Hazardous Substance effecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 10, "fazardour Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following sub-torces: 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 Levider hirther covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cure, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums structed by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower at the right to reinstate after acceleration and the right to assert 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 specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further default and may foreclose this Security instrument. by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument 22. Release. without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead,

TOUR STAN

Borrower waives all right of homestead exemption in the Property

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24. Riders to this Security Instrument. Instrument, the covenants and agreements of each rue agreements of this Security Instrument as if the riders	If one or more riders are executed by Borrower in rider shall be incorporated into and shall amend as were a part of this Security fustrument.	and recorded together with this Security and supplement the covenants and
[Check applicable box(es)]		<u>; </u>
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]	,	1
BY SIGNING BELOW, Borrower accepts a rider(s) executed by Cornower and recorded with it.	nd agrees to the terms and covenants contained in	this Security Instrument and in any
Witnesses:	Berardo	Perer (Scal)
6 7/1	GERARD PEREZ	-Bonower
Ox	dudiana)	0103 (Seal)
	LUDIVINA PEREZ	-Bornower
		••
	0/	-Borrower
	, C	-25110-47
		(Seal)
	-47)x,	-Borrower
[5	pace Below This Line For Acknowledgment]	
STATE OF ILLINOIS, I. ton clussing that GERARD PEREZ AND LUDIVINA PEREZ, HU	County (s.	
1. undusing	8 Notary Public in and	for said county and state, do hereby certify
that GERARD PEREZ AND LUDIVINA PEREZ, HU	SBAND AND WIFE	T
	aprentilla known to m	e to be the fama person(s) whose name(s)
	• • • • • • • • • • • • • • • • • • • •	()
is/are subscribed to the foregoing instrument, appeared signed and delivered the said instrument as his/her/their Given under my hand and official seal, this		herein set fordi.
Chack mide ma person spect and		
My Commission expires:		COFFICIAL SEAL. EAN L. WALSH PRIME State of Idencie Noury Public Transparts Septres 6-25-9
ILLINOIS -Single Family -Fannle Mae/Freddle N MAS Form - MASO722	سينسبها	Form 3014 9/90 (pers, 6 of 6 paper)
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