96036975

DEFT-01 RECORDING **\$31.0**0 140011 TRAN 9925 01/16/96 11:08:00 >1257 + RV +- Pるーの36975 COOK COUNTY RECORDER

(Space Above This Line For Recording Data) - "" ""

MORTGAGE

BOX 260

DECEMBER 8,1995 THIS MORTGAGE ("Security Instrument") is given on ROCCO J. PAPE AND TRACT A. PAPE, AS HUSBAND AND WIFE

. The mortgagor is

96036975

("Horrower"). This Socurity Instrument is given to FIRST OF AMERICA MORTGAGE COMPANY

STATE OF MICHIGAN lo awal celt robin unitaixo baa basinana ei daidw KALAMAROO, MI ONE FIRST OF AMERICA PKWY, 49009 ackirosa in

. and whose

("Lander"), 'lorrower ower Lender the principal num of ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED FIFTY AND NO/100

Dalker (U.S. \$ 129,750.00

This dold is audionced by Barrower's note dated the same date as this Security Instrument (Note), which provides for numbly JANUARY 1,2036 payments, with the full debt, if not paid earlier, due and payable on Instrument secures to Londor: (a) the repayment of the debt arkienced 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 paragriph 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 Lander the following described property located in COOK County, Illinoise

LOT 142 IN BUFFALO GROVE, UNIT NO. 6, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX ID #03-05-214-011-0000

ATTORNEYS' TITLE WARRENT !

which has the ackirose of

248 CHERRYWOOD DR

BUFFALO GROVE

[Street, City].

Illinois

60089

[Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FILMC UNIFORM

INSTRUMENT Form 3014 9/90 Amended 5/91

LOAN: 0744414, 95110835

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Page 1 of 4

William;

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TOGETHER WITH all the improvements now or hereafter spected on the property, and all ensements, appartenances, 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 Lorder on the day monthly payments are due under the Note, until the Note is paid in fall, 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, if any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8. 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a fesser 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 uses of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Londer is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Bacrow Items. Lender may not charge Borrower for holding at depolying the Funds, annually analyzing the escrew secount, or varifying the Bacrow Items, unless Lender pays Borrower interest or, the Funds and applicable law permits Lender to make such a charge. However, Lender may cognize 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 pakh, Lender shall not be required to pay Barrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be pakh on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds are the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all annus secured by this accurity Instrument.

If the Funds hold by Landor exceed the amounts permitted to be held by applicable law, Landor shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Landor at any time is not sufficient to pay the Escrew Items when due, Landor may so notify Borrower in withing and, in such case Borrower shall pay to Landor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Landor's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refined to Borrower any Funds held by Londor. If, under paragraph 21, Londor shall acquire or sell the Property, Londor, prior to the sequisition or sale of the Property, shall apply any Funds held by Londor at the time of acquisition or sale as a credit against the sums accured by this Security Instrument.

- 3. Application of Pryments. Unless applicable law provides otherwise, all payments received by Lender 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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, increase 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 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 or take one or many of the actions set forth above within 10 days of the giving of notice.

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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 incards, including thuch or flooding, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Larster's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Londor may, at Londor'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 Londer and shall include a standard mortgage clause. Londer shall is have the right to hold the policies and renewals. If Lender requires, Horrower shall promptly give to Lender all receipts of paid promitinus 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 Lowler 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 Londor's accurity is not feasible for restoration or repair is not economically feasible or Londor's security would be lessened, the insurance proceeds shall be applied to the sums socured 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 Lerkler that the insurance carrier has offered to settle a claim, then Londor may collect the maurance proceeds. Londor may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londor and Batto for 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 1/100r. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition that pass to Londor 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 Louis 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 occurs the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londor otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrover's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wanto on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lorder'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. Herrower 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 Londor's good faith determination, procludes forfeiture of the Borrower's face est in the Property or other material impairment of the lien created by this Security Instrument or Londor's security interest. Box ower shall also be in default if formwor, during the loan application process, gave materially false or inaccurate information or states ients to Londor for falled to provide Londor with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concorning Borrower's occupancy of the Proporty as a principal residence. If this Society Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Horrower acquires fee title to the Property, the leasehold and the fee title shall not morgo unless Londer 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 Socurity Instrument, or there is a logal proceeding that may significantly affect Lander's rights Josha Property (such as a proceeding in bankraptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then leader may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Londor's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, pering 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 Londer 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 Londor 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 cosses 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 Londor. 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 promium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Londor will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reperve

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LOAN: 0744414, 95110835

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Londor requires) provided by an insurer approved by Londor again becomes available and is obtained. Borrower shall pay the promiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Londor or its agent may make reasonable entries upon and inspections of the Property. Londor shall give Borrower notice at the time of or refer to an inspection specifying reasonable cause for the inspection.
- The proceeds of any award or claim for damages, direct or consequential, in connection with any 10. Condemnation. condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, are hereby assigned and shall be paid to Londor.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market 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 Lender otherwise agree in writing, the sums secured by this Security Instrument will be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured importately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any halance 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 loss than the amount of the sums secured immediately before the taking, unless Borrower and Landor otherwise stree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the aums socured by this Socurity Instrument whether or not the name are then this.

If the Property is abandoned by Forrower, or if, after notice by Londor to Borrower that the condemner offers to make an award or settle a claim for damages. Borrower fails to respond to Londor within 30 days after the date the notice is given, Londor is authorized to collect and apply the process, at its option, either to restoration or repair of the Property or to the sums secured by this Socurity Instrument, whether or not then the.

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

- 11. Borrower Not Released; Forbearance By Leicher Not a Waiver. Hixtension of the time for payment or modification of amortization of the sums secured by this Security Institution and granted by Londor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to commonce proceedings against any successor in interest or refuse to extend time for psyment or otherwise modify amortiza ion of the aums secured by this Security Instrument by reason of any dama damade 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 remody.
- 12. Successors and Assigns Bound; Joint and Soveral Liability; Covigners The covenants and agreements 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 from 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 socured by this Socurity Instrument; and (c) agrees that Londor and any other Borrower may agree to extend, medify, furthern or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- If the loan secured by this Security Instrument is subject to a law which are maximum from charges, and that law is finally interpreted so that the interest or other foun charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refined to Borrower. Lender may choose to make this refund by reducing the principal awad 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 propayment charge under the Note.
- 14. Natices. 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 method. The notice shall be directed to the Property Address or any other address Berrower designates by notice to Leader. Any notice to Leader shall be given by first class mail to Leader's address stated horein or any other address Londor 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. Gaverning Law; Severability. This Socurity 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 affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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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 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Horrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malied 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 mosts 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 faw 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 Londer 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 covariants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable alternoons' fees; and (d) takes such action as Londer may reasonably require to assure that the firm of this Security Instrument, Londer'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 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; 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 orior 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 rale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paregraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to when payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or profit 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 to or nized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londor 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 Barardous 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 bazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic paroleum 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 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 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 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 demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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LOAN: 0744414, 95110835

Form 3014

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without charge to Borrower. Borrower shall pay any recordation costs.

This Instrument was prepared by:

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HOMELIGHT

CENTRAL

22. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument

23. Waiver of Homestead. Borroy	vor walvos all right of	f homestond exemption in th	e Proparty.	
24. Riders to this Secretly Instrui Security Instrument, the coverage and the covenants and agreements of the Se	agreements of each s	meh rider shall be incorpora		
[Check applicable box(sa)] Adjustable Rate Rider Gradusted Paymone Rider Halloon Rider V.A. Rider	Condon Planned Rate Im	dnium Rider Unit Development Rider provement Rider (apecify)	1-4 Family Rider Biweekly Payment Rider Second Home Rider	
BY SIGNING BILLOW, Borrowor and any ridor(s) executed by Borrowor and witnesses:		the tern a and equenants co	ope	myd in (Seul) orrower
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STATE OF ILLINOIS,	COOK	County	NNI CO	
1. THE UNDERSIGNED		a Notary Public in and for a	nid county and state do hereby corti	fy that
ROCCO J. PAPE AND TR				
aubscribed to the foregoing instrument, signed and delivered the said instrument Given under my hand and official se	ias THEIR from	his day in person, and ackno	on and purposes therein set forth,	
My Commission Expires: LOAN: 0744414, 95110835	"OFFICIAL MARION F V NOTAY PUBLIC 5T	ATE OF ILLINOIS T	h Weldorn	
This Instrument was prepared by:	MY COMMISSION E	XPIRES 6/28/98 {		

RETURN TO: FOAMC-CURING, K-A12-2P

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