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DEPT-01 RECORDING

TOUGII TRAN 0237 02/01/96 15129100

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COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

MBN 8V-79 / DOCUMENT CONTROL DEPT P O BOX 10263 VAN NUYS, CALIFORNIA WIZIG-3246

LOAN # 7873441

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ESCHOWICLOSING # 96-00506

Propored by: K. WALEH

SPACE ASOVE FOR RECORDERS USE

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is give to January 26, 1996 ROBERT A. BLOOM

CHRISTINE J. BLOOM HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"). This Security Instrument is given to AMERICA'S WHOLESALE LENDER which is organized and existing under the laws of NEW YORK uddress in

155 NORTH LAKE AVENUE, PASADENA, CA 91109

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

ONE HUNDRED TWELVE THOUSAND SIX HUNDRED and 00/100

Juny Clen ). This dobt is evidenced by Barrower's note unto the same date as this Security Dollars (U.S. \$ 112,600,00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid gailer, due and payable on . This Security Instrument secures to London (a) the replyment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other nums, with interest, advanced under paragraph 7 to protect the accurity 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 hereign nortgage, grant County, Illinois: and convey to Lender the following described property located in COOK

LAWYERS TITLE INSURANCE CORFORATION

ILLIMOIS - Single Family - Fennie Mae/Freddle Mes UNIFORM INSTRUMENT

-6H(IL) (6602)

CFC (02/88)

VMP MORTOAGE FORMS - (800)021-7281

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96037045.

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LOT 33 AND THE EAST 1/2 OF LOT 32 IN BLOCK 15 IN THE NATIONAL CITY REALTY COMPANY'S THIRD ADDITION TO ROGERS PARK MANOR, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 1LLINOIS.

PIN 10-36-225-023

which him the address of 2534 WEST FARNELL AVENUE, CHICAGO

(Street, City)

Illinois 60645 -

("Property Address");

Wip Code

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartonances, 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 Horrower is inwfully solved of the entate 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 ellipsims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Londer covenant and caree as follows:

- 1. Payment of Principal and Interest: Prepayment and Lave Charges. Borrower shall promptly pay when due the principal of and interest on the date evidenced by the Note and any propayment 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 la paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a Very 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; and (l) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in tied of the payment of mortgage insurance promiums. These items are called "Barrow Rema." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum except a lender for a federally related mortgage loan may require for Horrower's escrete account under the federal Roal listate Section of Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 or seq. ("RISPA"), unless another law that applies to the Funds acts a leaser amount. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future Barrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Racrow Items. Lender may an charge Horrower for holding and applying the Funds, annually analyzing the escrew accomplete for verifying the liserow Items, unless Lender pays Horrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require florewar to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this foun, unless applicable law provides otherwise. Unless an agreement is made 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 Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds test by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower 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 note discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Horrower any Punda hold by Londor. If, under paragraph 21, Londor shall sequire or soil the Property, Londor, prior to the acquisition or sale of the

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Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the aums secured by this security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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 texes, 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. Formwer 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, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any tien 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. Clander 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 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 Propert, in accordance with paragraph 7.

All insurance policies and renewals shall be acc po ble to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Ler do 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, i sursace 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 the 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 recall 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 precede to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the grownt 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 the Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Lanselands. 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 a least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasoned; 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, procludes 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 loasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants 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



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11 flaying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atternoys' fees and entering on the Property to make repairs. Although Lender may take netten under this paragraph 7, Lender does not have to do so.

Any amounts distanced by Londor under this paragraph 7 shall become additional debt of Borrower accured by this Security Instrument. Unless Borrower and Londor 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, up in makes from Lender to Hurrower requesting payment.

- B. Mortgage Insurance. If Londor required mortgage insurance as a condition of making the loan secured by this Security instrument, florrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the moregage insurance coverage required by Lender lapson or course to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance provincely in offect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in offect, from an alternate mortgage insurer approved by Lander. If substantially equivalent meeting insurance coverage is not available. Borrower shall pay to Londer each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or coased to be in offect. Lender will recept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer he required, at the option of Londor, 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. Borrower shall pay the promiums required to maintain musicage insurance in offect, or to provide a loss reserve, until the requirement for mortgage insurance ends in secondance with any virition agreement between Borrower and Lender or applicable law.
- 9. Inspection. Londer or its agent may make remonable entries upon and inspections of the Property. Londer shall give Horrower notice at the time of or prior to an integration specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any gweet or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 freeter than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds restituted by the folkswing fraction: (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 Horrower. 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 spirit secured immediately before the taking, unless Horrower and Londor 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.

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 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 proceeds, at its option, either to restoration or repair of the Toperty or to the nums secured by this Security Instrument, whether or not then due.

Unions Londer and Horrower otherwise agree in writing, any application of proceeds to principal that we extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for paymon or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Socrower shall not operate to release the liability of the original Barrower or Borrower's successors in interest. Lender shaft 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 Londor in exercising any right or remedy shall not be a walver of or proclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Juint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several, Any Borrower who co-signs that 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 agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's conservations

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13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan observed 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 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 method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender 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 desired 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 conflictive 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 Bergschi 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 Londer exercises this option, Londer shall give Borray or notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malies 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, Londer may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

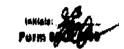
18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as (no exceleration 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 atterneys' fees; and (d) takes such action as Londer may reasonable require to assure that the lien of this Security Instrument, Londer's rights in the Property and Horrower's obligation to pay the rums secured by this Security Instrument, and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate effective as if no acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (urgany, 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. Burrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Burrower shall not do, nex allow anyone clas to do, snything 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



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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 remediat actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as usaic 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 aubestos 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, investigate by judicial proceeding and sale of the Property. The notice shall further informs Borrower of the right to reinstate of a acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of corrower to acceleration and foreclosure. If the default is not cured on or before the Jate specified in the notice, Lender, at the 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 table evidence.
- 22. Release. Upon payment of all sums secured by the Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
  - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall or incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]			
Adjustable Rate Rider(s) Graduated Payment Rider Balkon Rider VA Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	1-4 Family Rider Diweekly Payment Rider Sword Home Rider	

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, •	White & Blen	(Seal)
	ROBERT X. BLOOM	-Borrower
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	CHRISTINE J. SCOOM	·Horrower
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STATE OF ILLINOIS,	County as:	
1. The Undersigned	Notary Public in and for said county and	state do hereby certify that,
Robert a	P Notary Public in and for said county and  Bloom a Christian  Personally known to me to be the same  this day in a recognized that	e A. Bloomi Wife name(s)
subscribed to the foregoing instrument, appeared before me signed and delivered the said instrument as the free Given under my hand and official seal, this	time that is feed in most imposted and every	إمعمهر
My Commission Expires:	Notary Public	ha Cryang

"OFFICIAL SEAL"
LINDA CZYZYK
Notary Public, State of Ulinois
My Commission Expres 1:5/13/96

11.17.