RECORD AND RETURN TO: ON MORTGAGE CORPORATION

4000 WEST BROWN DEER ROAD BROWN DEER, WISCONSIN 50209

96131146

Prepared by:

NEKKI CLARK

BLODMINGDALE, IL SOIGE

DEPT-01 RECORDING

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COOK COUNTY RECORDER

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#### MORTGAGE

THIS MORTGAGE ("Security his rule at") is given on FEBRUARY JOSEPH SCHMIDT

. The mortgagor is

, and whose

AND ELIZABETH A. SCHMIDT, BUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ON MORTGAGE CORPORATION

THE STATE OF WISCONSIN which is organized and existing under the laws of address is 6700 FALLBROOK AVENUE-SUTTE 293

WEST HILLS, CALIFORNIA 91307 ("Conder"). Borrower owes Lander the principal sum of

SEVENTY SEVEN THOUSAND FOUR HUNDRED AND 00/200

Dollars (U.S. \$

77,400,00

This debt is evidenced by Borrower's note dated the same date as this Secrative Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEDRUARY

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Nove, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other soms, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coveneras and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and converge to Lender the following described property located in COOK County, Illinois:

THE EAST HALF (EXCEPT THE WEST 20 FEET) OF SUB LOT 2 IN VRBA S RESUBDIVISION OF LOTS 5 AND 6 IN H. O. STONE AND COMPANY'S ADDITION TO RIVERSIDE ACRES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-02-412-044

8045 WEST 45TH COURT , LYONS which has the address of -

[Zip Code] ("Property Address");

60534 Illinois ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

[Street, City].

DPS 1089

INSTRUMENT Form 3014 9/80 Amended 6/91 Initialsus 200 VMP MORTGAGE FORMS - (800)524-7291

Property of Cook County Clerk's Office

3.4.6.1.1.16

### UNOFFICIAL CC

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

ITHS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited  $4 ext{ }$  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 Leader, Horrower shall may 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; (h) yearly leasehold payments or ground reuts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (c) yearly marriage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in Hen of the payment of mortgage insurance premiums. These items are called "Escrow hems." 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 four may remain for Horrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 22 U.S.C. Section 2001 et seg. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of burds log on the basis of current data and reasonable estimates of expenditures of future fiserow Items or otherwise in accordance with applicable law.

The Funds shall be field in an institution whose deposits are insured by a federal agency, instrumentality, or entity tincluding Lender, it Lender is such an institution or in any Federal Home Long Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for Fold me and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower merest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Burrower to pay a o'acti he 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 paid, Lender shall not be regared to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be pand on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the bunds, 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 6.7 all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by an olicable hay, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the recount of the Funds beld by Lender at any time is not sufficient to pay the Excrow 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 deticioney. Horrower shall make up the delicioney in no more than twelve monthly payments, at I ender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall prometly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, 1 that to the acquisition in sale of the Property, shall apply any Fonds held by Lender at the time of acquisition or safe as a credit again a the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lende or the 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 time; and last, to any late charges due under the Note
- 4. Charges; Lieus, Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the quanter provided in paragraph 2, or If not paid in that manner. Horrower shall pay them on time directly to the person owed payment. Horrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Horrower 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) seemes from the holder of the lien an agreement satisfactory to Lunder subordinating the fien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

Form 3014 9/90 Initials:

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 a swer 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 month's 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 acquisation 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 Propert as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy in 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 Lagranger 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 Borrov er's interest in the Property or other material impairment of the lien created by this Security Instrument or London's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate interaction 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 for 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 a greenents command 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 forteiture or to enforce laws or regulations), then I under 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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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 insure approved by Lender. 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 premium being paid by Borrower when the insurance coverage lapsed or censed to be in effect. Lender will accept, use and retain these payments as a loss reserve in flear of mortgage insurance. Loss reserve payments may no 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 again becomes available and is obtained. Borrower shall pay the premiums 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 Horrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 40. Condemnation. The proceeds of any award 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a coal taking of the Property, the proceeds shall be applied to the sams secured by this Security Instrument, whether or not then doe, with any excess paid to Borrower. In the event of a partial taking of the Property immediately before the taking is equal to or greater than the amount of the sams secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sams secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following traction: (a) the total amount of the sams secured immediately before the taking, divided by (b) the taking 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 fate market value of the Property immediately before the taking is less than the amount of the sams secured immediately before the taking, orders Borrower and Lender otherwise narge in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams secured by this Security instrument whether or not the sams are then due.

If the Property is abundanced by Borrower, or it, 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 Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, we're option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then date.

Unless Lender and Borrower otherwise agree in writing, may 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.

- 11. Horrower Not Released: Forbearance By Lender Not a Walter. 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 dual 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 concounts and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Botrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Horrower 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 horrower's interest in the Property under the terms of this Security Instrument: (b) is not personally ordigated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, 'so dify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the foan 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 ioan 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 refunded to Horrower. Londer may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Horrower. 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

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Agender'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 fijurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note groundlicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be Exgiven effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared
  - 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 florrower must pay all sums secured by this Security Instrument, it Portower 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 Kurot to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security are rument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for revistatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of r judgment enforcing this Security Instrument, Those conditions are that Bortower: (a) pays Lender all sums which then would be dre-under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenant; 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 lieu 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 folly 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 Mote 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 any applicable faw. The notice will state the name and address of the new Loan Servicer and the address to which payments should be usede. 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 any me 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.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, larger, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of 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 and promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following subspaces: gasoline, kerosene, other thanmable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldebyte, 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. Horrower and Lender further covenant and agree as follows:

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

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default;  ${f eta}({f c})$  a date, not first than 30 days from the date the notice is given to Horrower, by which the default must be careti; and (d) that fallace 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 shull further inform Borrower of the right to religible after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Horrower to acceleration and foreclosure. If the default is not currel 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 memored in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - Walver of Homestead. Horrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument, if o	•	•
Security Instrument, the cover ms and agreements		
the covenants and agreements of this Security Instru	ment as it the rider(s) were a part	of this Security instrument.
[Check applicable box(es)]		4.9.3
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in any rider(s) executed by Borrower and recorded	A 4	
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	percanalis known to	me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared b		
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