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PLRET MURTCAGE CORP. P.O. BOX 100552, DEPT 0695 PLORENCE, SC 29501-0552

DEPT -11 TORRESS

\$31.50

740013 Fran 3553 03/07/96 14134100 41947 t FM #-96-173960 COUN COUNTY RECORDER

(a) ACCT: 16, 51259-5 This instrument true prepared by:

96173960

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MORTGAGE

THIS MORTGAGE ("Se wity lostmoret") is given on

The reorranger is

FRBRUARY 26, 1996

ICHAS MARTINET AN URHAPATED PERSON, SINGLE NEVER BEEN MARRIED,

"Bothwer"). This Severity lauthment is given to
FIEET MCRIGAGE CORP., A SOUTH CAROLINA CARPORATION

which is organized and existing under the laws of

SOUTH CORCLINA

and whose

1333 K

1333 MAIN STREET, SUITE 700 COLUMBIA, SC 29201

("Leader"). Borrower owes Lender the principal sum of FORTY THOUSAND AND NO/100

Dollars (U.S. \$ 40,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instruction ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2011

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, advanted under paragraph 7 to protect the accurity of this Security Instrument; and (c) the performance of Borrower's covenants and agreement under this Security Instrument and he Note. For this purpose, Borrower does hereby morngage, grant and convey to Lender the following described property located in COCK.

LOT 535 IN THIRD AUSTIM BOULEVARD ADDITION TO BOULEVARD MANOR, REING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, PANCE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

96173960

PIN# 16-32-416-038

which has the address of 3744 SOUTH 59TH COURT

CICERO

(Sirent, City),

Micois

60650 [Zip Cućei (Property Address'):

ILL NOS-Single Family-FROMA/PHLMC UNIFORM INSTRUMENT

Page 1 of 6

Form 3014 9/90 Amended 3/94 DOCG 8055 (12-28-94) F805513.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, and formers now or hereafter a part of the property. All replacements and additions shall also be covered by this Soundry Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

SORROWER COVENANTS that iterrower is lawfully seised of the estate hereby conveyed and has the right to muttgage, from and convey the Property and that the Property is unencombered, except for encombrances of record. Borrower watrunts and fall defend generally the title to the Property against all claims and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited pariations 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. Panels for Taxes and Insurance. Subject to applicable law or to a written warver by Lender, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessments which may main priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground taxes on the Property. If any; (c) yearly hazard for property insurance premiums; (d) yearly fixed insurance premiums, if any; (e) yearly mortgage insurance premiums, if any and (f) any sums payable by Borrower to Lender, 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 Punda is an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's except a summa under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Sarion 2601 a seq. ("RESPA"), unless another law that applies to the Funda sets a lesser amount. If so, Lander may, at any time, collect and hold Punds in an amount not to exceed the lesser amount. Lender may estimate the afranut of Funda due on the basis of current data and reavonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution where deposits are insured by a federal agency, insuranentality, or entity (including Lender, if Lender is such an institution) or in any Foderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, animally analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loss, unless applicable law provides others are 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 animal 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 Instruments.

If the Pands held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Pands in accordance with the requirements of applicable law. If the amount of the Pands 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 sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Born ever any Funds beld by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, 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 credit against the stury secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under 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 actions 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 Instrument unless Borrower: (a) agrees in writing to the payment of the obtigation 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 more of the actions

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set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing of honeafter erected on the Property Insurance shall be 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 freintheid. 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.

All incirance policies and renewals shall be acceptable to Lender and shall incited a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall principly give to Lender all receipts of paid preminers and renewal contest. In the event of loss, horrower shall give prompt notice to the insurance carrier and Lender. Lender

actly make proof of loss if not made promptly by Borrower.

Finnerly distinged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is accommissely feasible and Lender's security is not lessened. If the restoration or repair is accommissely feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security luserum at, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lander may collect the hermance 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 one. The 30 day period will begin when the notice is given.

Unless Lender and howevery otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due of the reachily payments, referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 13 the Property is acquired by Lender, Lerower's right to any insurance policies and proceeds resulting from damage to the Property scients the acquiristion shall pass to Lender to the extent of the nums secured by this Security functional insurable prior to the

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- 5. Occupancy, Preservation, Maintenage and Protection of the Property; Borrower's Loan Application; Lauscholds. Borrower shall occupy, establish, and use the Projecty 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 yest after the flate of occurancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extermating circumspaces exist which are beyond Borrower's countly Torrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borror er shot be in default if any forfeiture action or proceeding, whicher civil or crimical, is begun that in Lender's good faith judgment equid result in forfeiture of the Property or otherwise materially impair the lien created by this Security lustrument or Lender's security interest. Borrower may care such a Jefault 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. practices forfeiture of the Borrower's interest in the Property or other tarieful impairment of the lien created by this Security Instrument or Lender's security inserest. Borrower shall also be in default if horrower, 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, Borrowe, shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall an merge unless Lender agrees to the exerger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the cover 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 it ender 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 as 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 Sorrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the local secured by this Security Insurance. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender tapses or ceases 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 insurance 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 ceased to be in effect. Lender will

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required, at the option Under, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance 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 Borrower and Lender or applicable law.

9. Impection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Burrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

19. 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 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, 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately defore the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking in less than the amount of the sums secured immediately before the taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or not as 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 condennor offers to make an award or scattle a claim for damages, Borrower fails to respond to Lender within 30 days after the data the notice is given. Lender is amborized to collect and apply the processed, at its option, either to restoration or repair of the Property or to the same secured by this Security Instrument, whether or not then doe.

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

- II. Berrower Not Released; Forbearance By Under Not a Waiver. Extension of the time for payment or modification of arterization of the sums severed 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 Borrow n's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend these 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 wriver of or proclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenant and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and horrower subject to the provisions of paragraph 17. Borrower's covenant and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument ton does not execute the Note: (a) is co-signing this Security Instrument only to mottgage, 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, fortest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's nonzert.
- 13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum loan charges, and that law is finally interpreted so that the inscress or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount accessary to before the charge to the permitted limit; and (b) any sums already collected from florrower which exceeded permitted limits will be refunded to florrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to florrower. 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 Linder 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 textern 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 conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be acceptable.
 - 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

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Leader's prior written consent, Leader 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 Leader 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 few 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 sams prior to the expiration of this period. Lender may invoke any remedies permitted by this Security instrument without further notice or decand on Borrower.

- Is horrower's Right to Reinstate. If Borrower meets certain conditions, Burrower shall have the right to have sufforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other peciod as applicable law may apocify for reinstantanent) before sale of the Property pursuant to any power of sale contrined in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all scans which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) ourse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, remonable automays' 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 abalt continue unchanged. Upon relationment by Borrower this Security fusionment and the obligations secured hereby shall remain fully effective as if to acceleration had occurred. From ver, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Curacy: of Loan Servicer. The Note of a partial interest in fire Note (together with this Security Instrument) may be sold one or more these without prior notice to Borrower. A rate may result in a change in the entire (known as the "Loan Servicer") that collects mountly payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a why of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with participals 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 coursin any other information required by applicable law.
- 26. Hazardous Substances. Borrower study of cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower study or do, nor allow anyons 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 its appropriate to normal residential uses and to emintenance 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 end any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is recessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances (citized as toxic or hazardous substances by Environmental Law and the following substances: gasoline, herosene, other flammable or toxic perticides 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 freated 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 Borrowse's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph. "Turless applicable have provides otherwise). The notice shall specify: (a) the default; (b) the action required to core 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 care 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 incurved 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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a feet 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 inw.

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 24. Rithers to this Security Instrument. If one or more riders are executed by florrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amand and supplement the consense and agreements of this Security Instrument as if the rides(s) were a part of this Security Instrument. 南(Cues applicable box(es)) [] Adjustable Rate Rider Condeminium Rider [] 1-4 Pemily Rider D Planned Unit Development Rider Il Gradusted Payment Rider D Biweekly Payment Rider S Balloon River O Rate Improvement Rider O Separat Home Rider O V.A. Rider D Other(c) [specify] BY SICHING BELOW, Borower accepts and agrees to the terms and covenants contained in this Security Institution and in any rideres) executed by Borrower and recorded with it. Williams & Thornsoll. TUMAS MARTINEZ COOK STATE OF ILLINOIS. , a Notary Public in and for and county and state do hereby certify UNDERSTONED that TOWAS MORITAGE, AN UNMARRIED PENSON, SINGLE NEVER BEEN MARKULED, , personally known to me to be the same person(s) whose manu(s) saturated to the foregoing insuranem, appeared before me this day in person, and acknowledged that he sized and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth: Owen under my hand and official seal, this 26th FEBRUARY

My Commission Expires:

Notary Public

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