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Loan No. 6380019460 CITICORP MORTGAGE INC. PO BOX 790021 ST LOUIS, MISSOURI 63179-0021

ATTN DOCUMENT COLLECTION UNIT

MD: 35T	PAN AL DESERVATION
	- DEPT-01 RECORDING 933. • T40014 TRAN 4699 04/16/96 14:33:00 • 42587 \$ J\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$
Souce Above	This Line For Recording Data)
	January 201
THIS MORTGAGE ("Security Instrument") is given the mortgagor is prais BRISCOE also known.	en on APRIL 5. 1996 5 3 Warried to Odie Briscoe ICORP MORTGAGE, INC.
("Borrower"). This Security (12) ument is given to CIT	ICORP MORTGAGE, INC.
which is organized and existing under the laws of TH	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
and whose address is 12855 NOATH OUTER FOR	TTY DRIVE ST. LOUIS, MISSOURI 63141 ("Lender").
Borrower owes Lender the principal sum of Fifty Save	in Thousand Seven Hundred Fifty and 00/100
Dollars (U.S. \$ <u>57,750,00</u>). Ti	his debt is evidenced by Borrower's note dated the same date as this
MAY 1, 2026	nly payments, with the full debt, if not paid earlier, due and payable on
And the contract of the contra	This Security Instrument secures to Lender: (a) the repayment air renewals, extensions and modifications of the Note; (b) the payment
	graph 7 to protect the security of this Security instrument; and (c) the
	ats under this Security Instrument and the Note. For this purpose,
Borrower does hereby mortgage, grant and convey to	Leng or the following described property located in
COOK	County Minois:
LOT 5 IN BLOCK 6 IN DOUGLAS PARK BOULEVARD IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHI THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL	P 39 NORTH, RANGE 13, EAST OF THE LINOIS.
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	16-23-123-021
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which has the address of 151	2 SOUTH SPRINGFIELD AVENUE	CHICAGO		_,,
Illinois 60623-	("Property Address");	(City	4	

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form G000022 (5108)

Inhlete Form 3014 9/90 (page 1 of 7 pages)

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TOGETHER WITH all the improvements now or heruniter erected on the property, and all essements, appurtenances, and dixtures 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 select 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 combined uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform accurity instrument covering real property.

UNIFORM COVENANTS, florrower 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 Texes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") 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 reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, a 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 flows are called "Escrew Items." Landuc may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related may, at any time, collect and hold Funds in an amount not to exceed the leaser sea an lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. It so, Lander may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. It so, Lander may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. It so, Lander may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. It so, Lander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of Liture Escrew Items or otherwise in accordance with applicable law.

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lander may not charge Borrowir for holding and applying the Funds, annually 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 fulls loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be polici, Lander 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 dobit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by explicable 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. Consider 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 round to Borrower any Funds hald by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit apply any Funds held by Lender at the time of acquisition or sale as a credit apply and the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; 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 ettributable 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, 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)

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agrees in writing to the payment of the obligation ascured 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 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 falls 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. It Lender requires, Borrower shall promptly give to Lender all receipts of paid promitimes 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 Lander 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 answer within 30 days a notice from Lender that the insurance carrier has oftened to settle a claim, then Lender may 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 strain in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments refer exists in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Horrower's Loan Application; Leaseholds. Borrower shall occupy, astablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond flor owers control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wastern the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in bender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by the Security Instrument or Londor's security interest. Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in London's good faith determination, procludes to reliture of the Borrower's intornet in the Property or other material impairment of the lien created by this Security Instrument of Lander's security interest. Borrower shall also be in default il borrower, during the loan application process, gave materially laise or inaccurate information or statements to Lunder (or falled to provide Lender with any material information) in connection with the loan avidenced 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 leasohold, Borrower shall comply with all the provisions of the loase. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's flights in the Property. If Borrower falls to perform the occuments 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 bankruptay, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lander may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Londer's actions may include paying any sums secured by a lian which has priority over this Security instrument, appearing in court, paying reasonable atternays' tees 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 Berrower secured by this

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Security Instrument. Unlesd Borrower and Londor agree to other terms of payment, these amounts shall bear interest from the data of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- B. Mortgage Insurance. If Londor required mortgage insurance as a condition of making the tean 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 Londor lapses or couses to be in effect. Borrower shall pay the promiums required to obtain coverage substantially equivalent to the mortgage inaurance previously in effect, at a cost substantially aquivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance is not available, Barrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in fleu 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. Sorrower 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. Lordor or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrotter notice at the time of or prior to an inspection specifying reasonable cause for the inspection,
- 10. 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following traction: (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 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Leguer 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 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of process 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. Borrower Not Released; Forbearance By Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of to paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security (5) 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 consent.
 - 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that law is linkily interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any surns 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. It 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 list 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing taw; 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 affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are disclared to be severable.
 - 16. Borrower's Croy. 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 Borrowert all or any part of the Property or any interest in it is sold or transferred (or if a bundlood interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander'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 Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londer exercises this option, Londer shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is oblivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without in their notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. Il Borrower meatr certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prict 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. 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 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 Lender may reasonably require to assure that the lien of this Security Instrument, Lender's agree in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (tripither 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 and The notice will state the name and address of the naw Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone electo do, anything alterting 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 oppropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lander 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 of which Sorrower has actual knowledge. If Sorrower 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

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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 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 asbestos or formaldehyde and radinactive materials. As used in this paragraph 20, "Environmental Law" means lederal 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 agraement 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 talking 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 turther 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 Sorrower 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 has foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pure and the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' tees and costs of title evide see.
- 22. Reliase. Upc., p., yment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. So rower 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 be 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.

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[Check applicable box(es)]	4		
Adjustable Rate Rider	Cond	uminium Rider	1-4 Family Rider
Graduated Payment Rider	Plann	ad Unit Development Alder	Blweekly Payment Ride
Balloon Rider	Rate	mprovenient Rider	Second Hame Rider
Other(s) [specify]	•	77	
BY SIGNING BELOW, Borrower accept and in any rider(s) executed by Borrower and			ntained in this Security Instrument
Witnesses:		'Q_	/ c
		Darie Bri	2-6-0-5 (50
		DORIS BRISCOE	Borrow
and a second minimum of the anti-conference of the second		Dones BR.	de cho (Se
		Dorig B. Poberts	-Borrow
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(Space Below This Line For Acknowledgment) ************************************			
STATE OF ILLINOIS, COOK	County sa:		
barsoven's kursan to me to no mh sume baradu(a) A	a Notary Public in and for said county and state, do SONS B. Roberts, waxwed to Odice Brisking whose name(s) is/are subscribed to the foregoing instrument, appeared at he/she/they signed and delivered the said instrument as his/her seein set forth.		
Given under my hand and official seal, this 57H	day of APRIL, 1996		
My Commission expires: 5/1/94	Nothey Public		
This instrument was prepared by:			
CITICORP MORTGAGE, INC. 12855 NORTH OUTER FORTY DRIVE			
ST. LOUIS, MISSOURI 83141			

Loanny D Neill
Notary Public, Statu of Illinois
"by Commission Expres 5/1/98

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