# UNOFFICIAL COONTY

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RECORDER JESSE WHITE ROLLING MEADOWS

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RECORDING 29.00

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26.00 PEHALTY

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 5, 1996 19 The mortgagoris RICHARD C. PETERSON, SINGLE,

("Borrower"). This Security Instrument is given to ROCCO A. SAPIENZA and CARMELA M. ROSS, their respective heirs, administrators and/or assigns, and whose address is

1713 DELOCIER, GLENVIEW, IL. 60025

("Lender").

Borrower owes Lender the priscipal sum of

ONE HUNDRED EIGHTY SIX THOUSAND DOLLARS

186,000.00 traffust 186,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security "acrument ("Note"), which provides for monthly payments, with the full debt, if not Tais Security Instrument paid earlier, due and payable on April 1 5 2024 This Security instrument secures to Lender: (a) the repayment of the Cost evidences by the Note, with interest, and all renewals, extensions and paid earlier, due and payable on modifications; (b) the payment of all other rams, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of sorre wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereb, morreage, grant and convey to Londer the following described property

located in

COOK

County, Illinois:

P.I.NO: 05-33-204-005

which has the address of

1760 WASHINGTON, WILMETTE, ILLINOIS 60091

Illinois

Ito Codel

("Property Address"):

Trigether With all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is fawfully 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-Burrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

Form 3014 12/83

ILLINOIS-Some Family-Frama/FHLMC UNIFORM INSTRUMENT

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YMF WORTGAGE FGPMS + 1313/293 8100 + :800/521 7291

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Property of County Clerk's Office

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UNIFIERM COVEN IN TO Horroy e and cande tovenant and agree as follows.

1. Payment of Principal and laterest; a repayment day late C arees. Borrower in Ill principally pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly paymen's are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assersed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 piedged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrow o's option, either premptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amoun. Ois E Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any

amount need surry to make up the deficiency in one or more payments as required by Lender. Upon say nent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held or Lander. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately proce to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credi as irrst the sums secured by this Security Instrument.

3. Application of Po, counts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payme under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borr we shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lesschold payments or ground rents, if any. Borrower shall pay these obligations in the mer provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person o red payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow. raics these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge any lie a wisel, has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. agrees in writing to the payment of the obligation score. 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 local proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any par of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Secrity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority one the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take on cor more of the actions set forth above within 10 days

of the giving of notice. 5. Hazard Insurance. Borrower shall keep the improvements run cristing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended covers to" and any other hazards 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 Lember's approval which shall not be

unreasonably withbeld.

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 pro protice 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 reached. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proce ch shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Barrier. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance currer has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair of some the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will be in 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 monthly payments referred to in paragraphs ! and 2 or change the amount of the payments. If under paragraph 19 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 Leader to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Lesseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

If Borrower fails to perform the 7. Protection of Londer's Rights in the Property; Mortgage Insurance. 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 bankroptcy, probate, for condemnation 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable automeys' 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 mader 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.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiuras required to maintain the insurance in effect until such time as the requirement for the insurance terminates in a compared by Borrower's and Londer's written agreement or applicable by.

8. Inspection. Lender or its again may make reasonable infriedules and inspection of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

9. 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, 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 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 Borrower.

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 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 proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbestrance By Lender Not a Waiver. Extension of the time for payment or modification of assortization of the soms 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 so, be required to commence proceedings against any successor in interest or refuse to extend time for payment or other rise modify amortization of the sums secured by this Security Instrument by rescon of any demand made by the original Purrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiv it o' or preclude the exercise of any right or remedy.

11. Successor and Assigns Bound; Joint and Several Liability; Co-alguers. The covenants and agreements of this Security Instrutoen, stational bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's cor cuants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accomm daylor, with regard to the terms of this Security Instrument or the Note without

that Borrower's coasent.

12. Loss Charges. If the loss secure, by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted histes then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; (ad (b) any sums already collected firm Borrower which exceeded permitted limits will be refunded to Borrower. Lender up 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 N/e.

If enactivent or expiration of applicable laws has the effect of 13. Legislation Affecting Lander's Rights. rendering any provision of the Note or this Security Instrument uner fort table according to its terms, Lender, at its option. may require immediate payment in full of all sums secured by this per urity instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Institut and shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another medical. 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 hereist or any other address Lender designates by notice to Berrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Letter when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal by 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 conflicting provision. To this end the provisions of this Security Inscrume 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 hands and

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 benedicial 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 sunse 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

18. Borrower's Right to Relatate. 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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien 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 reinstalement by Borrower, thit 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 paragraphs 13 or 17.

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19. Acceleration: Remedies. Lender chall 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (at 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 twis 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 cutilided to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment o Instrumer, wit out charge to Borrowe	er. Berrower shall pay any n	ecordation costs.	
22. Waiver of Homestead. Born 23. Rider a to this Security Inst this Security Instrument, the coverant supplement the coverants and agree Instrument. [Check app the site box(es)	rument. If one or more ride is and agreements of each so ments of this Security Ins	rs are executed by Borrower sch rider shall be incorporate	and recorded together with ed into and shall amend and
Adjustable Rate stider	Condominium R	ider (	1-4 Family Rider
Graduated Payment Kider	Planned Unit De	evelopment Rider	
Other(s) (specify)			
BY SIGNING BELOW, Borrow Instrument and in any rider(s) execute	ver accepts and agrees to d by Borro we and recorder	the terms and covenants I with it.	4
	ET RT	CHARD C. PETER	SON (Seal)
		40.	(Sext)Borrower
			(Seal)
		C	-Barrowei
	(Space Sales This Line :	for Achaevildsonii	Portour Occ.
STATE OF ILLINOIS.	COOK	County ss:	96306393
I. THOMAS R. M	OLITOR	, a Notary Public in and	I for said county and stat ,
	HARD C. PETER	son, single	•
,	personally known to me	to be the same person(s) w	rhose namet9
subscribed to the foregoing instrum	ent, appeared before me t	his day in person, and ack	nowledged that he
signed and delivered the said instru	nent as HIS fro	e and voluntary act, for th	e uses and purposes therein
set forth.		110	- 4
Given under my hand and offi	cial seal, this 47H	day of MPRIL	. 19 96
My Commission expires:			
"OFFICIAL SEAL		HALBY PARK	

4 of 4.

CLUC, STATE CO.

Property of Cook County Clark's Office

DANIEL F. HOPSTETTER LTD AS AN AGENT FOR COMMONWEALTH LAND TITLE INSURANCE COMPANY
SHURE DRIVE, SUITE 120, ARLINGTON HEIGHTS, IL 60004

> ALTA Commitment Schedule A1

File No.: R49772

MAIL

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STOR SOLUTION OF

#### LEGAL DESCRIPTION:

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LOT 5 IN RIDGE MANOR BEING A SUBDIVISION OF PARTS OF LOTS 9 AND 12 IN THE COUNTY CLERKS DIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF COOP COUNTY CLARK'S OFFICE IN COOK COUNTY, LLINOIS.

PERMANENT INDEX NO.: 05-33-204-005

96306195

Property of Cook County Clark's Office

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AMERICAN LEGAL FORMS & 1990 Form No. 800 CHCAGO, IL 1313) 371-1922

at the time of reference.

Page 1

rios Pawer of Attorney Act Official Statutory Form 755 LCS 45/3-3, Effective January, 1993

#### ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO FLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM 'UT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR UFFETIME. EVEN AFTER YOU SECOME OF JUSTO. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOS "STATUTORY SHORT FORM FOWER OF ATTORNEY FOR PROJECT!" AMY DEFIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU!!

Homor of	Attorney mode	m. 24 m.	March	1996	
power 31	Attorney more	17MS 90Y OI -	(-043)	lyster)	
Dale V. Staab,	1104 Forest	Avenue, W	ilmette,	IL 60091	
ereby opposit. J. Thomas Staal		st Avenue,	Wilmette,	, IL 60091	
as my attorney-in-fact (my "agent") to act for me the "Cratutory Shorr Form Power of Attorney for Pr in paragraph 2 or 3 below:	and in my came (in coly w osemy Law" (including cil	inser name and scaress of ay I could act in perso amendments), but sub	n) with respect to the	following powers, as defined in S on or additions to the specified po	section 3-4 o owers inserte
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4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-mobing to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney.

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