

UNOFFICIAL COPY

96337160

Prepared by: CHRIS DRABIK
RECORD AND RETURN TO:
MORTGAGE SQUARE INC.
5618 W. MONROSE
CHICAGO, ILLINOIS 60634

DEPT-01 RECORDING \$31.50
T400311 TRAN 1394 05/03/96 14:15:00
#72044 R/W **96-337160
COOK COUNTY RECORDER

MORTGAGE

Loan No. 4265286

THIS MORTGAGE ("Security Instrument") is given on April 30, 1996
ROLANDO ALEJANDRE, UNMARRIED and NECTOR ALEJANDRE, UNMARRIED

("Borrower"). This Security Instrument is given to
MORTGAGE SQUARE INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 5618 W. MONROSE, CHICAGO, ILLINOIS 60634

("Lender"). Borrower owes Lender the principal sum of
One Hundred One Thousand One Hundred Fifty and
no/100 Dollars (U.S. \$ 101,150.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2026.

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, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 15 IN BLOCK 4 IN WILLIAM A. BOND AND COMPANY'S SECOND DOUGLAS PARK
"L" ADDITION, BEING A SUBDIVISION OF LOTS 2 AND 3 IN THE CIRCUIT COURT
PARTITION OF THE WEST 1/2 OF THE NECKERESK*1/4 AND THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*NORTHWEST

*SOUTHWEST

PIN 16-20-300-034
which has the address of

1638 SOUTH CUYLER

GIT Am

BERWYN

[Street, City]

Illinois 60402

[Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS - 18001521-7291
VMP MORTGAGE FORMS - 18001521-7291



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BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage, grant and convey the Property to the Lender to secure payment of the principal and interest, Premiums, 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.

1. Payment of Principal and Interest; Prepayment and Late Charges due as follows:

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenant instrument covering real property, variations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend severally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants, grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants, grants and conveys the Property to the Lender to secure payment of the principal and interest, Premiums, 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 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 ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any sums payable by Borrower to Lender, in accordance with the provisions of, paragraphs 8, in lieu of the payment of mortgage insurance premiums, if any; and (f) any amounts due under the terms of any Note, Mortgage or other instrument of credit or otherwise held by Lender.

3. Lender may exercise the rights set forth in this Agreement to collect and hold Funds in an amount not to exceed the amount of future taxes or other expenses in connection with applying to the Lender for payment of funds due on the basis of current data and reasonable estimates of expenditures of future costs, a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RPSA"), unless another law that applies to the Funds relates mortgagelaw may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended, to pay, unless otherwise provided in the Note, collection fees to the Lender for a federally chartered bank, collector and holder Funds in an amount not to exceed the maximum amount a lender for a federally chartered may, at any time, collect and hold Funds due on the basis of current data and reasonable estimates of expenditures of future costs, a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Under many estimates the amount of funds due on the basis of current data and reasonable estimates of expenditures of future costs, a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Under many estimates the amount of funds due on the basis of current data and reasonable estimates of expenditures of future costs, a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

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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 answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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 monthly 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 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; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for 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 Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the 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 agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include 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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14. Notice to Rotowater 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 Proprietary Address of any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to him; and (c) the lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium.

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 paragraph 17. Borrower's co-ventures and agreements shall be joint and several. Any person who co-signs this Security Instrument shall be liable to Lender and Borrower and may agree to pay the debts without regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Repercussions by Lender. Notwithstanding any right or remedy available to Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

Secured by this Security Instrument, whether or not taken up.

If the Property is abandoned by Borrower, it is settled for damages. If, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds of its option, either to reforeclosure or to the property or to the sum

whether or not due, with any accrued 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 the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts secured by the Security Instrument immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, and (b) the amount of the sums secured by the Security Instrument immediately before the taking, shall be reduced by the amount of the proceeds multipled by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by the total amount of the sums secured by the Security Instrument immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, and all be paid to Lender.

Borrower notes at the time of or prior to an inspection specifying reasonable cause for the inspection.

cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender; its substituted equally equivalent 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 this instrument becomes effective; Lender will accept these payments as a loss reserve in lieu of mortgagage insurance. Losses reserved by Lender may no longer be required, at the option of Lender, if mortgagage 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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the instrument ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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 Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a 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 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 Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender 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 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 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 (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 Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. 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 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.

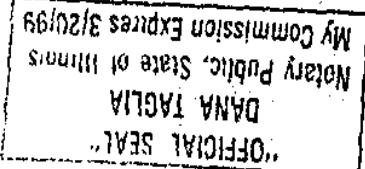
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary 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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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My Commission Expires:

Given under my hand and official seal, this 30th day of April 1996,
I, ROLANDO ALFABIANDE, UNMARRIED and DIRECTOR ALFABIANDE, UNMARRIED,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same persons (whose name(s))
Subscribed and delivered to the said Notary Public, appeared before me this day in person, and acknowledged that they
personally known to me to be the same persons (whose name(s))

that, ROLANDO ALFABIANDE, UNMARRIED and DIRECTOR ALFABIANDE, UNMARRIED,
, a Notary Public in and for all County and state do hereby certify
that, ROLANDO ALFABIANDE, UNMARRIED and DIRECTOR ALFABIANDE, UNMARRIED,
County of:
Cook
State:

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

DIRECTOR ALFABIANDE

Borrower
(Seal)

ROLANDO ALFABIANDE

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument; and
in any rider(s) executed by Borrower and recorded with it.

Witnesses:

- 2A. Rider 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.
Check applicable box(es):
- Adjustable Rate Rider
 - Graduated Payment Rider
 - Balloon Rider
 - VA Rider
 - Co-debt/Equitium Rider
 - Planed Utility Development Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [specify]

23. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
21. Including, but not limited to, reasonable attorney's fees and costs of tide evidence.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured or
incurable Borrower or the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
same by this Security Instrument, Lender may proceed by judicial proceeding and sale of the Property. The notice shall cure
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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PREPARED BY:

CHRIS DRABIK
MORTGAGE SQUARE INC.

96337161

5618 W. MONTROSE
CHICAGO, ILLINOIS 60634
AND WHEN RECORDED MAIL TO
MORTGAGE SQUARE INC.

5618 W. MONTROSE
CHICAGO, ILLINOIS 60634
LOAN NO. 4265286

DEPT-01 RECORDING \$23.50
T#0011 TRAN 1394 05/03/96 14:15:00
#7205 + FW #96-337161
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
FT MORTGAGE COMPANIES, D/B/A SUNBELT NATIONAL MORTGAGE
A KANSAS CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS
all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage executed by
ROLANDO ALEJANDRE, UNMARRIED and HECTOR ALEJANDRE, UNMARRIED

and dated 4/30/96 to MORTGAGE SQUARE INC.

a corporation organized under the laws of THE STATE OF ILLINOIS
is 5618 W. MONTROSE, CHICAGO, ILLINOIS 60634

and recorded in Book/Volume No. , page(s)
COOK County Records, State of ILLINOIS

and whose principal place of business
as Document No. 96337160
described hereinafter as follows:

LOT 16 IN BLOCK 4 IN WILLIAM A. BOND AND COMPANY'S SECOND DOUGLAS PARK
"L" ADDITION, BEING A SUBDIVISION OF LOTS 2 AND 3 IN THE CIRCUIT COURT
PARTITION OF THE WEST 1/2 OF THE *NORTHWEST 1/4 AND THE WEST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*NORTHWEST

*SOUTHWEST

MAY 03 1996

PIN 16-20-300-034

ALSO KNOWN AS: 1638 SOUTH CUYLER, BERWYN, ILLINOIS 60402
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with
interest and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS

COUNTY OF COOK

On April 30th, 1996 before me,
the undersigned, a Notary Public in and for the said County and
State aforesaid, do hereby certify that

CHRISTOPHER DRABIK

appeared to me personally known, who, being duly sworn by me, did
say that he/she is the

PRESIDENT

of the corporation named herein which executed the within instrument
that the seal affixed to said instrument is the corporate seal of said
corporation; that said instrument was signed and sealed on behalf of
said corporation pursuant to its by-laws or a resolution of its Board
of Directors and that he/she acknowledges said instrument to be the
true act and deed of said corporation.

NOTARY PUBLIC

Cook

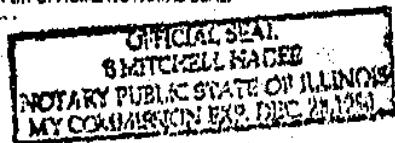
COUNTY

My Commission Expires

12-28-98

DOC PMP, INC. 10/94

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)



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10/19/04

Property of Cook County Clerk's Office

36337161