97442035

THIS INSTRUMENT PREPARED BY:
JILLALLEN
HOME SAVINGS OF AMERICA, FSB
DANGERVICE CENTER
PO BOX 60015
CITY OF INDUSTRY, CA 91716-0015
ALL NOTICES TO LENDER SHALL BE MAILED
OR DELIVERED TO THE ABOVE ADDRESS.
Loan No. 0190755/3

06"T-01 RECORDING \$39.50 T40U1) TRAN 30% 06/19/97 15:20:00 43%5 + CJ +-- 97--44-2035 100k (DUNT: REFORDER

FIRST AMERICAN TITLE

MORTGAGE

|Space Above This Line For Recording Data!

THIS MORTGAGE ("Escurity Instrument") is given on JUNE 13, 1997. The mortgagor is LEO FISZ AND HELEN FISZ, HUSBAND AND WIFF ("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, FSB, which is organized and existing under the laws of the United States of America, and whose address is 4900 RIVERGRADE ROAD, IRWIND ALE, CA 91706-1404 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY-NINE THOUSAND AND 00/100 Dollars (U.S. \$149,000.00). 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 payards and JULY 1, 2012. 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, ad 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 20 OF PARK ESTATES ON THE WEST 515.51 FEET (EXCEPT THE WEST 233 FEET OF THE SOUTH 200 FEET THEREOF) AS MEASURED ON THE NORTH LINE THEREOF AND THE SOUTH LINE THEREOF, OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MURIDIAN, LYING NORTH OF THE SOUTH 17.50 ACRES THEREOF, RECORDED APRIL 1, 1907 AS DOCUMENT 87171803 IN COOK COUNTY, ILLINOIS, PTN:09-15-113-020 COMMONLY KNOWN AS: 9365 POTTER POAD, DES PLAINES, IL 60016

TAX I.D. 09-15-113-020

which has the address of 9365 POTTER ROAD, DES PLAINES, IL 60016 ("Property Address");

ILLENOIS - Single Family - Famile Moe/Freddle Mac UNIFORM INSTRUMENT SIF00201 - 02/10/97 Page 1 of 10 Form 3014 9/90 ORIGINAL



THE PARTY.

TOTAL THE AND THE AND THE IMPROVEMENTS NOW OF hereafter erected on the property, and all compatible, and fixtures now or hereafter a part of the property. All replacements and additions shall also be deviated by this Security Instrument as the "Property."

PORTIONER COVENANTS that Borrower is invitally solved of the estate bareby conveyed and has the right to indigue, given and convey the Property and that the Property is uncacambered, except for ensumbrances of stouch the property against all claims and dominate, subject to the Property against all claims and dominate, subject to the property against all claims and dominate, subject to the property against all claims and dominate, subject to the property against all claims and dominate, subject to the property against all claims and dominate, subject to the property against all claims and dominate.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and mea-uniform assumed with finited variabless by just existent to constitute a uniform security instrument covering real property.

BRIDGEM COVENANT'S Serrower and Lender covenant and agree as follows:

- A. Populatit of Principal and Extract: Propayment and Late Charges. Borrower shall promptly pay where the first principal of and interest on the dokt (vide acced by the Note and any propayment and into charges due under the Note.
- A. Pando for Tenes and inserance. Surject to applicable law or to a writen waiver by Lander, Borower thall pay in Lander on the day meathly payments are an index the Note, until the Note is paid in full, a sum ("Funde") first (a) yearly tenes and assessments which may attain provide over this Security Instrument as a lieu on the Popular, (b) jourly learned proposity or ground rents on the hoperty, if any; (c) yearly heared or proposty insurance premiums, if any; (e) yearly fixed insurance premium, if any; (e) yearly may go insurance premium, if any; said (?) any sums payette by fixed insurance premium, if any; (e) yearly may go insurance premium, if any; said (?) any sums payette by fixed insurance premium, if any; said (?) any sums payette by fixed insurance to Leader, in accordance with the provisions of government B, in lieu of the payment of mortgage hearestic projection. Those items are called "Exercise theme." Leader may, a government and the fixed in an amount a leader fixe a federally related meaning from time to time, 12 U.S.C. § 2001 etcap. ("MiNPA"), unless another law that applies to the Funds sets a leaser amount, if so, Leader may, at any time, atthet and half Funds in an amount not to exceed the leaser amount. Leader may estimate in accordance with applicable.

The Pands shall be hold in an institution whose deposits are insured by a federal agency, instrumentally, or willy fluctuables Londer, if Londer is such an institution) or in any Federal Home Loan Bank. Londer shall apply the Pands to pay the Bessew Items. Londer may not charge Bessewer for holding and applying the Pands examily amiliating the institute attender, or varifying the Bessewer Items, unless Londer pays Bessewer interest on the first and applicable have puntilly Londer to make such a charge. However, Londer may require Bessewer to pay a companion of the gravitational statement and estate too reporting service used by Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Londer shall not be required to just Bessewer any interest or comings on the Funds. Bessewer and Londer may agree in writing, however, that interest shall be paid on the Punds and the purpose the which each debit to the Funds was made. The Punds are pledged as additional security for all sums secured by this Security Instrument.

Lean No. 0090/3000 (form 3004000 (CMC/2004)

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

- 3. Application of 7s ments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall to applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to truerest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Lieux. 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 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 bus priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) comests 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 detailines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender into 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 no a kristing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended converge" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be craintained 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 puragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard more 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.

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Fulant Lander and Deserver otherwise agree in writing, insurance proceeds shall be applied to sestimation or injuried to Property demograf, if the restoration or repair is occurrencially fleathly and Lander's security is not insurant. Afther property is not economically fleathly or Lander's security would be lessened, the immunes provents shall be polyticles the same secured by this Socurity Instrument, whether or not then due, with any ensure paid to Minney. If Minney is absolven the Property, or does not ensure within 30 days a notice from Lander that the immunicationality has heldered to entile a claim, then Lander stary collect the insurance proceeds. Leader may use the presents to explif or judice the Property or to pay some secured by this Socurity Instrument, whether or not then due. The 30-day partied will finals when an entire is given.

Unless Local and Borrower otherwise agree in writing, any application of proceeds to principal shall not extind an principal that are continued to in paragraphs 1 and 2 or change the amount of the population. If make paragraphs 21 to any insurance policies and posterior foundary freezeways sight to any insurance policies and posterior foundary from damage and freezeway prior to the acquisition shall pass to Londor to the extent of the same sounds by this Security Instrument insurably prior to the acquisition.

- Republished. Decreases shall occupy, early in, and use the Property as Berrower's principal stablishment within the individual of this Security in termical and shall continue to occupy the Property as Berrower's principal stabilities that one year after the diff. I occupancy, unless Lander otherwise agrees in writing, width emitted that get the assessmentially withhold, or unless or framework, allowed the determine agrees in writing, width emitted that get the assessments which are beyond Beautonife acciding the freezest, allowed the determine, or established the property and faith judgment could result in forfaints or one proceeding, whether civil or otherint, is began that the philipping life, by causing the action or proceeding to be applied with a miling that, in Lander's good difficultivities, prochabe forfaints of the Beautour's interest in (a Property or other material implication of the Beautour's interest in (a Property or other material implication; difficultivities, prochabe forfaints or Lander's security interest. Decrease shall also be in default if Beautour, distinct the first stabilities, prochabe forfaints or Lander's security interest. Decrease shall also be in default if Beautour, distinct with any statement to Lander (or fitted to priville Lander statement in Lander (or fitted to priville Lander with any statement shall country instruments in place of the bear. If Beautour for fitted to the Property as a principal security for exquires the diffe to the Property as a principal security for the diffe to the Property.
- If Protection of Leader's Rights in the Freperty. If Borrower fails to perform the Frequest and appointment of the Source is a logal proceeding that may significantly site for the Property (such as a proceeding in bankruptcy, probate, for condemnation or furthings or to entire lives or appoint fails that Leader stay do and pay for whatever is necessary to protect the value of the Property and Leader's rights in the Property and Leader's receivable attentions. As and entering on the Property to make repairs. Although Leader may take action under this prograph 7, Leader does not have to do so.

Any seconds disbursed by Lander under this paragraph 7 shall become additional debt of Beautour strained by the Country listenment. Unless Beautour and Lander agree to other terms of payment, these amounts shall bear intentibles the district disbursament at the Note rate and shall be payable, with interest, upon action from Lander to Breatment in granting graphest.

Loss No. 81907(06) Pure 3017970 4100G(NAL

- 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 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall per to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrowe when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage increases coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender which becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in efficie for to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agree heat between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to m inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any reard 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 Bossower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the was 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. 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 Likes otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secret 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 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 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 restated 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 Lender Not a Walver. 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.

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ELLINOIS - Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT SIF00205 - 02/10/97 Page 5 of 10

The disputer and Anigne Bound; Joint and Several Linklity; Co-alguers. The coverants and agreements of this disputer had been and benefit the successes and anigns of Lander and Benevier, subject to the problems of pumpaph 17. Benevier's coverages and agreements shall be joint and several. Any Benevier who the object this Security Institutes and the Security Institutes and Security In

El. Loan Charge. If the loan sectored by this Security Instrument is subject to a low which sets minimally into charges, and that let be fively interpreted so that the interest or other loan charges collected or to be sufficient in interest in with the loan charge of the parallel limits, there: (a) any such loan charge shall be reduced by the attention of the charge to the permitted limit; and (b) any sums already collected from Bussians which antended potantial finits will be refunded to Personner. Leader may choose to make this refund by reducing the principal statished the Nite or by making a direct process to Berrower. If a refund reduces principal, the reduction will be trained as a pastful prophyment without any prophyment charge under the Note.

Fig. Notices. Any notice to Berrower previous for in this Socurity Instrument shall be given by delivering it or by sticiling it by first close small unless applicable has required use of another method. The notice shall be directed to the Property Address or any other address Berrower designates by notice to Lender shall be given by first along mail to Lander's address stated havein or any other address Londer designates by notice to Bostoner. Any designated for in this Socurity Instrument shall be done to have been given to Bostower or Lander when given as mortified in this parameter.

For Coverating Later; Severability. This Security Instrument of the governed by federal four and the low of the facilitation in which the Property is located. In the event that any provision of clause of this Security Instrument or the Math exhibits with applicable low, such conflict shall not affect other provisions of this Security Instrument or the Math which can be given either without the conflicting provision. To this and the provisions of this Security Instrument and the Math are declared to be reverable.

\$6. Morrower's Copy. Berrower shell be given one conformed copy of the Note and of this Security Instrument.

If. Transiter of the Property or a Bunchiel Interest in Borrower. If all or any part of the Property or day amount in the it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred or Borrower is sold or transferred or Borrower is sold a patient without Leader's prior written comment, Leader may, at its option, require insteading any most in full of a sum of the Security Instrument. However, this option shall not be crancised by Leader & autolise is published by federal law as of the date of this Security Instrument.

If Leader coursines this option, Londor shall give Derrower notice of acceleration. The notice shall provide a pushe of notified than 30 days from the date the notice is delivered or unifed within which Becrewer must pay all sums anomally this flowers. If Borower fulls to pay those sums prior to the expiration of this period, Londor may involve they returned by this Security instrument without further notice or damand on Borower.

Late No. 019079063

CONCERNAL

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 Loon Servicer. The Note or a partial interest in the Note (angether with this Security Instrument) may be sold one or more that without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects anothly 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 recovered by applicable law.

20. Hazardous Substances. Borrower shall not cause or pe mit 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, ebior, 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 recified 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 he zardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic possible 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 jurisdictive where the Property is located that relate to health, safety or environmental protection.

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ORIGINAL

MON-LRUPORM COVENANTS. Bostower and Londer further covenant and agree as follows:

Another item; themselve. Londer shall give notice to Borrower prior to acceleration believing themselve in this Security Instrument (but not prior to acceleration ander prospect 17 union applicable for provide otherwise). The notice shall specify: (a) the default; (b) the action couplied to just the default; (c) a deta, not have then 30 days from the date the notice is given to Reservors, by which the hadrest must (c) cared; and (d) that thibres to care the default on or believe the date specified in the notice sequently in the notice the default of the property. (a) notice shall durther inform Berrower of the right to reinstate other annihilation and the opposit is the (c) house proceeding the non-existence of a default or any other default of institute in the default is not cared on or believe the date specified in the notice, Leigher it is impricated and three (c) proposed in fall of all some accord by this Security Instrument without farther instituted in prevalence (c) Security Instrument by judicial proceeding. Londer shall be noticed to exhibit all instrument in parameters of the prevalence of this critical in this paragraph 21, including, but not the processite and cover of this critical.

\$2. Belows. Upon payment of all says recured by this Socurity Instrument, Lander shall release this Security Instrument, Lander shall release this Security Instrument, Lander shall pay any recordation costs. Lander may charge Benover a fire 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 jumiliarly under applicable law.

At Walnur of Househood. Business waives all right of passanced connection in the Property.

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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.

(Check app	olicable box(es)]					
	As a sole Rate Rider Graduated Payment Rider Balloon Reser Other(s) [spe 159]	Planned	ninium Rider Unit Development Ride provement Rider		1-4 Family Rider Biweekly Payment Rider Second Home Rider	
NOTICE						
Unless you provide us with evident e of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you is summection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any class charges we may impose in connection with the placement of the insurance, until the effective date of the ancellation or expiration of the insurance. The costs of the insurance may be added to your total outstant of believe to obtain on your own.						
By Sign and in any ri	NING BELOW. Borrower acceled by Borrower	pts and agrees to t rand recorded with	he terms and covenance it.	rantained	in this Security Instrument	
	ac Jek	Barrower	Helen		Or manual	
LEO FISZ	7		HELEN FISZ	·	C	

Loan No. 019075563 Form 3014 970 ORIGINAL

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COUNTY OF CCO

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Decra J. Broughton

a notary public in and for said county and state, do busing

LEO FISZ AND HELEN FISZ

purposedly known to me to the same parson(s) whose name(s) ARE subscribed to the fungalog instrument, applicated before one this day to person, and acknowledged that TREY signed and delivered the same instrument to THEIR free (see years), for the uses and purposes therein set forth.

Given under my hand and official seel, this

13th day of JUNE, 1997

My overthicien expires

7/28/2/410

MION S

Clory's Office