AFTER RECORDING MAIL TO:

CEPT-OF RECORDING

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FIRST STATE BANK
OF MAPLE PARK
1450 New Main Street Ste G

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745555 TPAN 6509 09/10/97 11:44:00

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\$1812 + VF 4-97-665233

COOK COUNTY RECORDER

St Charles, 11 50174

AP# LITG0797 SG80147

(Space Above This Line For Recording Data) -----

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29, 1997. The mortgagor is GEORGE LITAS and IAEZ LITAS, Husband and Wife

(Borrower). This Security Instrument is given to First State Bank of MAPLE Park

, which is organized and

existing under the laws of

The State of Illinois

, and whose address is

1100 South County Line Road, Maple Park, IL 60151

("Lender"). Borrower owes Lender the principal sum of One Hunared Ten Thousand Dollars and no/100

(U.S. \$ 110,000,00). This debt is evidence if y Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly asyments, with the full debt, if not paid earlier, due and payable on September 1, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all other sums, with interest, and and under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Burro ver's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower coes hereby mortgage, grant and convey to Lender the following described property located in Cook

County, Minors:

LOT 12 IN BLOCK 1 IN DEMICHELLE'S AND DIMATTEO'S SUBDIVISION OF PART OF LOT 5 IN DILG'S SUBDIVISION IN THE SOUTHEAST 1/4 AND SOUTHWEST U/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1953 AS DOCUMENT NUMBER 13751353, IN COOK COUNTY, ILLINOIS.

TAX ID # 10-18-306-030

Lawyers Title Insurance Corporation

which has the address of

9112 NEWCASTLE AVENUE [STREET] MORTON GROVE

illinois

60053 (ZIP CODE) ("Property Address");

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

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TOGETHER WITH #1 the improvements now or hereafter erected on the property, and all essements, appurtenances, and fixures now or hereafter a part of the property. All replacements and additions shall 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 combines uniform covenants for national use and non-uniform covenants with limited variations by juriediction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lander 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 Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shell pay to Lennex on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and assessments which may attain 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, if any; (e) yearly mortgage innurance premiums, if any; (e) yearly mortgage innurance premiums, if any; (e) yearly the provisions of paragraph 8, in lieu (1000 payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any 1000, collect and hold Funds in an amount not to exceed the account under the faderal Real Estate Settlement (not educe Act of 1974 as amended from time to time, 12 Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. If so, may estimate the amount of Funds due on the bath of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance; with applicable law.

The Funds shelt be held in an institution whose dericals are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an involution) or in any Federal Home Loan Bank. Lender shell apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or incliving the Escrow Items, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender rines not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander may agree to inclining, 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 debit to instrument.

if the Funds held by Lender exceed the amounts permitted to be held by applicable is at Lender shell 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 shell pay to Lender the amount necessary to make up the deficiency. Borrower shell make up the deficiency in no more than twelve monthly payments, at Lander's acid discretion.

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Upon payment in full of all sums secured by this Security Instrument, Lander 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 sale 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 Insurument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shell 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
- 4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground mots, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid to the 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 payment's directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower state comptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in victing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien ar eprosment satisfactory to Lender subordinating the lien to this Security instrument. If Lander determines that any part of the Property is subject to a flen which may attain priority over this Security Instrument, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the ilen or take one or more of the action set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. (Sommer shall keep the improvements now existing or herselfer erected on the Property insured against loss of fire hezards 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 projets that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrow. Abject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain courses described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Propury in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renuvals. If Lander requires, Borrower shall promptly give to Lender all receipts of paid premiums and review notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Levisy may make proof of loss if

Unless Lender and Borrower otherwise agree in writing, insurance procesule shall be applied to restoration or repair of the Property damaged, if the restoration or repair is econymissly feasible and Lender's accurity is not lessened. If the restoration or repair is not economically terrile 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 abandors in 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

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reterred 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 pase to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

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- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within staty 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 detault if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the ilen 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 Lander's g. oo 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 agreements to Lender (or falled to provide Lender with any material information) in connection with the can 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 lessehold, Borrower shall comply which the provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title sail not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Pights in the Property. If Borrower falls 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 regulation), 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 pricing over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Attrough 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 Lander 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 cases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender each month a sum equal to one-twelfth of the yearly mortgage insurance primiting being paid by Borrower when the insurance coverage lapsed or cased 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 insurance coverage (in the amount and for the pariods that Lender requires) provided by an insurer approved by Lender again becomes available and in obtained. Borrower shall pay the premiume 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.
- 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 an inspection specifying reasonable cause for the inspection.

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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 Lander.

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 peld 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 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 Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security instrument whether or not the sums are then due.

if the Property is according to Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or cettle 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 othy two 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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sume accured by this Security instrument granted by Lender to any successor in interest of Borrower shall not the required to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not the 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but dose and security instrument only to mortgage, grant and convey that Porrower'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 few 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 fimits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address 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.
- 18. 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 affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Bornewer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transity of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is exid or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural paraon) without Lander's prior written consent, Lander 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 Lander is exercised 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 falls to pay these sums prior to the expiration of this period, Lender or 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 few 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 coverants or agreements; (c) pays all expenses including this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (ii) 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, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations zecond hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate their 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 Borrain. 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. Hezardous 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 size 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

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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, lawruit 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 effecting 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 petroleus and herbicides, volatile solvents, materials containing substances or formaldehyde, and radioactive meterials. 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, a fety or environmental protection.

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

- 21. Acceleration: Remedies. Lender shell 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 applicable lew provides otherwise). The notice shell specify: (a) the default; (b) the solion required to cure the default; (c) a deta, 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 data specified in the notice may result in acceleration of the sums secured by this Security Instrument, in closure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relinetate after acceleration and the right to securit in the foreclosure proceeding the non-securition 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 repeated this Security Instrument by judicial proceeding. Lender shall be entitled to collect air expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums accured by this Serunity Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead examption 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 agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable hor [65]]

Adjustable Rate Rider	Condominium Rider	14 Family Rider
Graduated Payment R	ider 🔲 Planned Unit Development Rider	Blwseidy Payment Rider
L. Balloon Rider		Second Home Rider
Other(s) [specify]	-	

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STATE OF 1441 NOTE	, Cook.	County es:
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