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A. Telling CAM (00) Table (p. 1) And April 1997.
A. Adams for money and money and management of the property of the

Loan Number: After Recording Return to: Prepared By: Carlton Mortgage Services, Inc. 600 North Court, Suite 130 Palatine, H., 60067

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

Moor Title

Space Above This Line For Recording Data) =

MORTGAGE

EHA CASE NO. ETEB957875

1115 MORTGAGE ("Security instrument") is given on November 5, 1997. The mortgagor is Rajnish Nath and Rough Nath abstand and wife ("Horrower"). This Security Instrument is given to United Bane, which is organized and existing under the laws of Illinois, and whose address 0 601 Skokle Boulevard, #104, Northbrook, 11, 60062 ("Lender"). Borrower owes Lender the principal sum of One Hundred 60 to Thousand Seven Hundred Sixty and no 100 Dollars (U.S. \$140,760,00). 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 early it use and payable on December 1, 2027. 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 same with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro Secretoverants 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:

UNIT 2-4 IN THE NEWPORT VILLAGE CONDOMINIUMS, AS DELPH ATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT LITHROUGH 21 IN NEWPORT VILLAGE AND LOT 219 IN THRURON PLANNED UNIT DEVELOPMENT PLAIL, BOTH FALLING IN THE WEST (3.0F THE NORTHWEST 1.4 OF SECTION 6. TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MEXIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT 86-323,932, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITHITS UNDIVIDED PERCENT. GEINTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, HAINOIS.

P.L.N.; 03-06-115-003-1062

which has the address of 4025 Newport, Unit 2-4, Arlington Heights, H. 60004 ("Property Address");

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(Page 1 of 6 pages)

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TOGITHER. WITH all the improvements now or hereafter erected on the property, and all easements, appurenances, and 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 lawfully 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. 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 pirisdiction to constitute a uniform security distributed covering real property.

UNITORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest and Late Charge, Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Noie and late charges due under the Note.
- 2. Montal? Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property. (b) Teaschold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender staffield the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance ylemnum to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security instrument is field by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow funds."

Lender may, it any time, collect and hord amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seg, and implementing regulation, 24 CER Part 3500, as they may be amended from time to time ("RESPA"), except that the eustion or reserve permitted by RUSPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed he amounts permitted to be held by RESPA. Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow bunds are pledged as additional security for all sums secured by this Security Instrument. It Borrower tenders to Lender the tall payment of all such sums. Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Innovabately prior to a forcelosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any because remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: LIRSL, to the mortgage insurance premium to be paid by Lender to the Secretary or to the possibly charge by the Secretary instead of the monthly mortgage insurance premium;

<u>SECOND</u>, to any taxes, special assessments, leasehold payments or ground rents, and fire, flora and other hazard insurance premiums, as required;

THRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

HITH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance, Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be field by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. I ender may make proof of loss if not made promptly by Borrower, I ach insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument, or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrowei in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall acoupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause include hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not commit waste or destroy, damage or substantially change the disoperty or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the disoperty is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially also or maccurate 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 dispersions of the lease, it Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to discussed in writing.
- 6. Condemnation. The proceeds of any away or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Projecty of for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount or the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone, the due date of the mouthly payments, which are referred to in paragraph 2, or change the amount of such payment. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument, shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Sociower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect! ender's interest in the Property, upon Lender's request. Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2 or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's lights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrow r and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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

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- 8. Fees, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - ta) Default, Lender may, except as limited by regulations assued by the Secretary in the case of phyment defaults, require immediate payment in full of all sums secured by this Security Instrument (it:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument, prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thatty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 344(d) of the Garn. St. Germain Depositors. Institutions. Act of 1982, 12 U.S.C., 1701j. 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument. it:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or objectives transferred (other than by devise or descent), and
 - (ii) the Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (e) No Warver, Wetreumstances occur that would permit Lender to require maniedrate payment in full, but Lender does not require such payments, Lender does not wave its rights with respect to subsequent events.
 - (d) Regulations of (47) Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure it not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured, borrower agrees that if this Security Instrument, and the Note are not determined to be eligible for insurance under the Cational Housing. Act within 60 Days from the date hereof, Lender may, at its option require immediate paymers in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary deted subsequent to 60 Days from the date hereof, declining to insure this Security Instrument, and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Londer when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- Borrower's failure to pay an amount due under the Note or this security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument. Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are contrations of Berrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender so not required to permit reinstatement it:

 (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the hen created by this Security Instrument.
- 11. Borrower Not Released; Forbearance by Lender Not a Walver. I xtension of the time of 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 Imbility of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound: Joint and Several Liability: Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. 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 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.
- 14. Governing Law: Severability. This Security Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property is located, in the event that any provision of 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.
 - 15. Horrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. 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 valation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, of storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to a normal residential uses and to a normal residential uses.

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 Unvironmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Unvironmental Law.

As used in this paragraph, 16, "Hazardov's 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, material, containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, 16, "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 fuelber covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rems and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect are rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Scenrity Instrument. Borrower, shall collect and receive all tents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, θ Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent. Lender from exercising it rights under this paragraph. 17.

Lender shall not be required to enter upon, take control of or maintain the Property before of older giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. Pals assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. It I ender requires immediate payment in full under paragraph 9.1 ender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument, is held by the Secretary and the Secretary requires immediate payment in full under paragraph, 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreelosure. Act of 1994 ("Act") (12 U.S.C. 1751 of Seq.) by requesting a foreelosure commissioner designated under the Act to commence foreelosure and to self the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph, 18 or applicable law.

- 19. Release, Upon payment of all sums secured by this Security Instrument. Fender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 20. Walver of Humestead. Borrower waives all rights of homestead exemption in the Property.

this Security Instrument, the covenants of cale covenants and agreements of the Security his [Check applicable bex(es)].	ch such rider sha	ll be incorporated into	and shall amend and supplement, the
[X] Condominum Rider	[] Graduated	Payment Rider	[] Growing Equity Rider
[] Planned Unit Development Rider	[] Adjustable	Rate Rider	[] Other [Specify]
HY SIGNING BELOW, Borrower accountstrument and in any rider(s) executed by Bo		ded with it.	
Pajons Povally	(Scal)	Propola	(Scal)
Kapping Noth	Borrower	Roops Nath	Hottower
	(Scal) Borrower		(Scil) Horo wei
Witness.		Witness:	(Scal) Barower
Nath and Roopa Nath, husband and wife subscribed to the foregoing instrument, apper delivered the said instruments as their free an Chyen under my hand and official soil, to the Commission of Fricial Sea, to MARTA CAROLINE NE MOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES 8. This instrument was prepared by (Name)	, personally keared before me al voluntary act, this 5 day of NO	now, we me to be the this day in person, an or the uses and purpo	id acknowledged that they signed and
(Address)			

FHA CONDOMINIUM RIDER

THIS CONDOMINIUM. RIDER is made this fifth day of November, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

United Bane

("Lender") of the same date and covering the property described in the Security Instrument, and located at:

4025 Newport, Unit 2-4 Arlington Heights, 11, 60004

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominant project, known as:

Newport Village Condominiums

(Same of Condominium Project)

("Condominum Project"). If the Owners Association or other entity which acts for the Condominum Project ("Owners Association") holds talle to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverant and agree as follows:

- So long as the Owners Association manyan's, with a generally accepted insurance carrier, a "moster" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the anounts, for the periods, and against the hazards Lender requires, including fire and other hazards scrided within the term "extended coverage," and loss by flood, to the extent required by the Secretar , then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument, for the monthly payment to Lender of one twelfth of the yearly premium installments for hazard insurance on the Topicity, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument, to maintain hazard assurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in freu of restoration, or repair following a loss to the Property, whether to me endominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pny Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominum documents.
- C. If Borrower does not pay condominum dues and assessments when due, then I ender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the 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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BY SIGNING BELOW. Horrower accepts and agrees to the	terms and provisions contained in pages 1 and 2 c	of this
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(Scal) Borrower	The state of the s	साहरू) (अराज्याकर्

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Property of Cook County Clark's Office

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