

WHEN RECORDED MAIL TO:

1st FEDERAL OF WESTCHESTER
2121 S. MANNHEIM RD.
WESTCHESTER, IL 60154

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This Mortgage prepared by: EDWARD A. MATUGA, ATTORNEY AT LAW
2121 S. MANNHEIM RD.
WESTCHESTER, IL 60154

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 26, 1997. The mortgagor is DAVID N. ELSE SR.* and NAOMI K. ELSE, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the United States of America and whose address is 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 ("Lender"). Borrower owes Lender the principal sum of Ninety One Thousand & 00/100 Dollars (U.S. \$91,000.00). 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 payable on February 23, 2021. 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:

* A/K/A DAVID N. ELSE XNAOMY DINE AKA D.N.E. S-

LOT 65 IN GEORGE F. NIXON AND COMPANY'S FAIRVIEW ADDITION TO WESTCHESTER IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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AMERICAN TITLE order # CLO15466
J. C. Wm.

which has the address of 1957 PORTSMOUTH AVENUE, WESTCHESTER, Illinois 60154-4457 ("Property Address") and the Real Property Tax Identification Number of 15-21-317-012-0000;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

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BORROWER COVENANTS THAT BORROWER IS LAWFULLY SEISED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO REGRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF MORTGAGE, BORROWER WARRENTS AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF REGRANT, BORROWER SHALL PAY TO LENDER THE DAY MONTHLY PAYMENTS ARE DUE UNDER THE NOTE, UNTIL THE NOTE IS PAID IN FULL, A SUM SHALL PAY TO LENDER THE DAY MONTHLY PAYMENTS ARE DUE UNDER THE NOTE, UNTIL THE NOTE IS PAID IN FULL, A SUM SUBJECT TO ANY ENCUMBRANCES OF RECORD.

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NON-UNIFORM COVENANTS WITH UNIFORM COVENANTS. BORROWER AND LENDER 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 ON THE PROPERTY; (A) YEARLY TAXES AND ASSESSMENTS WHICH MAY AFFECT PRINCIPAL AND INTEREST; (B) YEARLY HAZARD OR PROPERTY INSURANCE PREMIUMS; (C) YEARLY FOOD INSURANCE PREMIUMS; (D) YEARLY MORTGAGE INSURANCE PREMIUMS; (E) ANY SUMS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS. THESE ITEMS ARE SUBJECT TO A LENDER MAY, AT ANY TIME, COLLECT; (F) ANY SUMS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE MAXIMUM AMOUNT A LENDER FOR A FEDERALLY RELATED MORTGAGE LOAN, IF ANY, REQUIRE TO PAY LESSER AMOUNT. LENDER MAY ESTIMATE THE AMOUNT OF FUNDS DUE ON THE BASIS OF CURRENT DATA AND REASONABLE ESTIMATES OF EXPENDITURES OF FUTURE ESCROW ITEMS OR OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW.

THE FUNDS SHALL BE HELD IN AN INSTITUTION WHICH DEPOSITS ARE INSURED BY A FEDERAL AGENCY, INSTRUMENTALLY, OR ENTITLED (INCLUDING LENDER, IF LENDER IS SUCH AN INSTITUTION) OR IN ANY FEDERAL HOME LOAN BANK. LENDER SHALL APPLY THE FUNDS TO PAY THE ESCROW ITEMS, LENDER MAY NOT CHARGE BORROWER FOR HOLDING AND APPLYING THE FUNDS, UNLESS LENDER ANALYZING THE ESCROW ACCOUNT, OR VERIFYING THE ESCROW ITEMS, UNLESS LENDER PAYS BORROWER INTEREST ON THE FUNDS AND APPLICABLY ANALYZING THE ESCROW ACCOUNT, OR VERIFYING THE ESCROW ITEMS, UNLESS LENDER IS MADE OF APPLICABLE LAW PROVIDES OTHERWISE. UNLESS AN AGREEMENT IS MADE OF CONNECTION WITH THIS ONE-TIME CHARGE FOR AN INDEPENDENT REAL ESTATE TAX REPORTING SERVICE SUCH A CHARGE. HOWEVER, UNLESS FUNDS PERMITS LENDER TO MAKE SUCH ITEMS, UNLESS LENDER MAY REQUIRE BORROWER TO PAY FUND'S ANNUALLY ANALYZING THE ESCROW ACCOUNT, OR VERIFYING THE ESCROW ITEMS, UNLESS LENDER MAY REQUIRE BORROWER TO PAY 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 SOLICITATION 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 INSTRUMENT.

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 DISCRETION, UPON PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL PROMPTLY REFUND TO BORROWER AMOUNTS PAYABLE UNDER PARAGRAPH 21 AND 2 SHALL BE APPLIED; FIRST, TO ANY PREPAYMENT CHARGES DUE UNDER THE NOTE; SECOND, TO UNDER PARAGRAPHS 1 AND 2 PROVIDED, TO INTEREST DUE; FOURTH, TO PRINCIPAL DUE; AND LAST, TO ANY LATE CHARGES UNDER PARAGRAPHS 3, APPLICATION OF PAYMENTS. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER ALL NOTICES OF AMOUNTS TO BE PAID UNDER THIS PARAGRAPH, IF BORROWER MAKES THESE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY TURNISH TO LENDER RECEIPTS EVIDENCING THE PAYMENTS.

4. CHARGES; LIENS. BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FINES AND IMPOSITIONS ATTRIBUTABLE TO PROPERTY WHICH MAY ATTAIN PRIORITY OVER THIS SECURITY INSTRUMENT, AND RELEASED PAYMENTS OR GROUNDS RENTS, IF ANY, BORROWER SHALL PAY THESE OBLIGATIONS IN THE MANNER PROVIDED IN PARAGRAPH 2, OR IF NOT PAID IN THAT MANNER, THE PROPERTY HELD BY 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 TURNISH TO LENDER ALL NOTICES OF AMOUNTS TO BE PAID UNDER THIS PARAGRAPH.

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11-26-1997
Loan No 12762-14

FNMA/FHLMC MORTGAGE (Continued)

Page 4

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 pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower 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 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 the premiums 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.

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 an inspection specifying reasonable cause for the inspection.

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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property 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 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 or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 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 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.

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 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. Loan Charges. If the loan secured by this Security Instrument is subject 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 limits, 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

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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 at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

extrem of the sums secured by this Security Instrument, immediately prior to the acquisition.
6. Occupancy, Possession, Maintenance and Immediacy of the Property; Borrower's Loan Application;
Leaseholds. Borrower shall hold occupancy, 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 for a period of six months.
Principals Residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing,
which consent shall not be unreasonable, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not damage or impair the property, allow the property to deteriorate,
or commit waste on the property. Borrower shall be in default if any damage or deterioration to the property
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 resume its good faith determination, provided in paragraph 16, by causing the action or proceeding
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 title to the property, the
lessor shall not render agreee to the merger in writing.

5. **Hazard or Property Insurance.** Borrower shall keep the insurance 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 coverage shall be maintained in chosen by Borrower subject to Lender's approval, 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 promptly 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 resolution of repair of the Property, damaged, if the restoration is economically feasible or to pay sums secured by Lender or to restore the Property to the condition it was in prior to the occurrence of the damage, whichever is less.

Unless Lender or 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 paragraph 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 payments.

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11-28-1997
Loan No 12762-14

FNMA/FHLMC MORTGAGE
(Continued)

Page 6

under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all 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 secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but such fee shall not exceed the amount of any third party services rendered and the charging of the fee is permitted under applicable law. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption 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 applicable box(es))

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) (specify) _____

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

Witnesses:

X David N. Else AKA David N. Else Sr. (Seal)
X ~~AKA~~ X D.N. DAVID N. ELSE A/K/A DAVID N. ELSE SR.-Borrower
AKA D.N.E.S.
Naomi K. Else 1-26-97 (Seal)
NAOMI K. ELSE-Borrower

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11-26-1997
Loan No 12762-14

FNMA/FHLMC MORTGAGE
(Continued)

Page 7

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss

COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared DAVID N. ELSE SR. and NAOMI K. ELSE, HUSBAND AND WIFE, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. * DAVID N. ELSE A/K/A

Given under my hand and official seal this 26th day of NOVEMBER, 19 97

By ALISA L. LAMACKI Residing at 600 N. Clark St.

Notary Public in and for the State of ILLINOIS

My commission expires _____



Fixed Rate, Balloon.

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(IL-G203 ELSE.LN R4.OVL)

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BIWEEKLY PAYMENT RIDER

(Fixed Rate - Without Conversion)

THIS BIWEEKLY PAYMENT RIDER is made this 26th day of November, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1957 PORTSMOUTH AVENUE, WESTCHESTER, Illinois, 60154-4457
[Property Address]

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments as follows:

B. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on December 16, 1997. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on February 23, 2021 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my biweekly payments at 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$118.14.

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

C. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Security Instrument is amended as follows:

(1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

David N. Else AKA David N. Else Sr. (Seal)
DAVID N. ELSE A/K/A DAVID N. ELSE SR.-Borrower
Naomi K. Else AKA Naomi S.
Naomi K. Else 11-26-97 (Seal)
NAOMI K. ELSE-Borrower

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