Record & Return to  GN MORTGAGE	Loan No. 2257509		
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T\$0014 TRAN 1228 03/04/97 15:28:  #7355 \$ JW #-97-1470  CORK COUNTY RECORDER    Space Above This Line For Recording Data	GN MORTGAGE		
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[Space Above This Line For Recording Data]  MORTGAGE  MORTGAGE  SHIS MORTGAGE ('Security Instrument') is given on JANUARY 29, 1997  The thorispoor is LEST ER MINETUS MARRIED TO VIOLETTA MIETUS AND  ("Borrower"). This Security Instrument is given to JANUARY 29, 1997  The thorispoor is LEST ER MINETUS MARRIED TO VIOLETTA MIETUS AND  ("Borrower"). This Security Instrument is given to UNIX MILLUS AND  ("Borrower owns Lender the principal sum of One Hungried Twelve Thousand and 00/100  Olitar (U.S. 2, 112,000.00  This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly psyments, with the full debt, if not paid earlier, due and psyable on EEDMARY 1, 2027.  This Security Instrument ("Note"), which provides for monthly psyments, with the full debt, if not paid earlier, due and psyable on EEDMARY 1, 2027.  This Security Instrument accures to Lander: (a) the repayment of the debt earlier of Borrower's coverants and agreements under this Security Instrument and the Note; (b) the payment of all other sums, with interest, advanced under paragrain 7 to project the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower dose hereby morigings, grant and convey to Lender, the foliciting described properly located in COOK  COUNTY, ILLINOIS.  PLIN. 19-15-120-030-0000  Which has the address of 5728 S. KILBOURN AVENUE  (DEPT) THE WEST 32 FEET FOR RAUROAD) THE EAST 1/2 OF THE WIRDAM AVENUE  (DEPT) THE WEST 32 FEET FOR RAUROAD) THE EAST 1/2 OF THE WIRDAM AVENUE  (DEPT) THE WEST 32 FEET FOR RAUROAD) THE EAST 1/2 OF THE WIRDAM AVENUE  (DEPT) THE WEST 32 FEET FOR RAUROAD THE EAST 1/2 OF THE THIRD)  PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  PLIN. 19-15-120-030-0000  Which has the address of 5728 S. KILBOURN AVENUE  (DEPT) The WEST 32 FEET FOR RAUROAD THE PROPE STORE THE THIRDY THE WIRDAM THE THE THE THIRDY THE WIRDAM THE THIRDY THE THE THIRDY THE TH			
[Space Above This Line For Recording Data]  MORTGAGE  MORTGAGE (Security Instrument) is given on JANUARY 23, 1997  The mortgagor is LES, EK MIETUS MARRIED TO MOLETTA METUS AND WADSLAYA MIETUS & COVER TO TADEUSZ MIETUS (Borrower). This Security Instrument is given to MADISLAYA MIETUS & COVER TO TADEUSZ MIETUS (Borrower). This Security Instrument is given to Security Instrument by Cover to TADEUSZ MIETUS (Borrower). This Security Instrument is given to which is organized and existing under the laws of WISCONSIN (Andrew Cover). This Security Instrument is given to Cover to the laws of WISCONSIN (Lender).  Borrower owas Lender the principal sum of Drod Hurdrad Puelve Thousand and 00/100.  Collate (U.S. \$ 112,000.00)  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, it not paid earlier, due and payable on FERRICARY 1, 2027  This Security Instrument (Note), which provides for monthly payments, with the security of this security Instrument ascures to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and ell enowads, extensions and modifications of the Note; (b) the payment of the debt evidenced by the Note, with interest, and ell enowads, extensions and modifications of the Note; (b) the payment of all other sums, with interest, and enough paragrae in 7 to protect the security of this Security Instrument; and (c) the partormance of Borrower's covenants and agreements und at the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK  COOK COOK COUNTY, ILLINOIS.  PILL 19-13-120-030-0000  Which has the address of 5728 S. KILBOURN AVENUE (1974)  Which has the address of 5728 S. KILBOURN AVENUE (1974)  (Property Address?)	MILWACKER, WI 55223-0929		
MORTGAGE  MORTGAGE  MORTGAGE  MORTGAGE  MORTGAGE  MORTGAGE  MILENS MARTIES MARRIED TO VIOLETTA METUS AND WILADYSLAWA MIETUS MARRIED TO VIOLETTA METUS AND WILADYSLAWA MIETUS MARVED TO TAUEUSZ MILENS  MINIOR TO SAUGE CORPORATION A WISCONSIN CORPORATION (Borrower). This Security Instrument is given to be a winder the laws of WISCONSIN CORPORATION (And whose address is 500 FALLBROOK AVENUE SUITE 29: WEST HILLS, CALIFORNIA 91307 (Lender).  Borrower owes Lender the principal sum of Done Hundred Twelve Thousand and 00/100  Collarz (U.S. § 112,000.00 )  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 psyable on FERRILARY 1, 2027.  This Socurity Instrument (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and psyable on FERRILARY 1, 2027.  This Socurity Instrument (Note) have been and converted to the earlier of the payment of the debt earlier of the payment of all other sums, with interest, and all entewads, extransions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragram 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements und if it is Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in COOK  COOK COUNTY, ILLINOIS.  PRINCIPAL MERDIAN, IN COOK COUNTY, ILLINOIS.  PRINCIPAL MERDIAN, IN COOK COUNTY, ILLINOIS.  Which has the address of 5728 S. KILBOURN AVENUE  (100+19)  Which has the address of 5728 S. KILBOURN AVENUE  (100+19)  (		. 47355 <del>1</del> JW ★	ータフーエチノビン
MORTGAGE    His Mortgage   Security instrument   Is given onIANUARY 28, 1997	1 <del>4</del>	. COOK COUNTY RE	LCORDER /
MORTGAGE    This Mortgage is LES EMMETUS MARRIED TO VIOLETTA MIETUS AND WLADYSLAWA MIETUS MARRIED TO VIOLETTA MIETUS AND WLADYSLAWA MIETUS MARRIED TO VIOLETTA MIETUS AND WLADYSLAWA MIETUS MARRIED TO VIOLETTA MIETUS AND Which is organized and existing under the laws of JMSCONSIN STORE CORPORATION Which is organized and existing under the laws of JMSCONSIN STORE STATES AND STORE COLOR OF THE MINISTER STATES AND STORE CONTROL OF THE MARRIED STATES AND STATES AN	Space Above This Line For Recording	Datal	
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The montgagor is LES EX METUS MARRED TO VIOLETTA METUS AND WILD TO TADEUS TILL US (Borrower). This Security Instrument is given to MACREAGE CORPORATUR. A WISCONSIN CORPORATION. which is organized and existing under the laws of WISCONSIN CORPORATION. which is organized and existing under the laws of WISCONSIN CORPORATION. which is organized and existing under the laws of WISCONSIN. CORPORATION and whose address is 5700 FALLEROOK AVENUE SUITE 293. WEST HILLS CALIFORNIA 91307. (Lander). Borrower owes Lender the principal sum of One Hundred Twelve Thousand and 00/100.  Dollare (U.S. 5. 112,000.00. This dobt 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 FERRUART 1, 2027.  This Security Instrument (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FERRUART 1, 2027.  This Security Instrument and the Note. Country the repayment of the debt evidenced by the Note; (b) the payment of all other sums, with interest, advanced under paragram 7 to protect the security of this Security Instrument; and (c) the parteriormance of Borrower's covenants and agreements under the following described property located in COOK  COOK Country, Wiscola:  COOK Country, Wiscola:  COOK Country, Wiscola:  COOK IN BLOCK 11 IN W.F. KAISER AND COMPANY'S ARDALE PAGY STBONSSON  OF JECCEPT THE WEST 33 FEET FOR RAILROAD) THE FEAST 1/2 OF THE UNITADEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THICO)  PRINCIPAL MERBURAN, IN COOK COUNTY, ILLINOIS.  Which has the address of 5728 S. KILBOURN AVENUE CHICAGO  Which has the address of 5728 S. KILBOURN AVENUE CHICAGO  Which has the address of 5728 S. KILBOURN AVENUE CHICAGO  Which has the address of 5728 S. KILBOURN AVENUE CHICAGO	A SW		$ (\lambda)$
WILDYSLAWA MIETUS MASINED TO TAUEUSZ MIETUS  (Borrower). This Security Instrument is given to CAMPANYSLAWA MISCONSIN CORPORATION which is organized and existing under the laws of MISCONSIN.  (Tender).  Borrower owes Lender the principal sum of One Hundred Twoke Thousand and 00/100  Collars (U.S. \$ 112,000.00  This debt is evidenced by Borrower's note dated the same date as this Security Instrument (Thote'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FERRUARY 1, 2027  Of the debt evidenced by the Note, with interest, and all entwelds, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragrain 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements und at tils Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK  COOK  COOK  COT IN BLOCK 11 IN W.F. KAISER AND COMPANY'S ARDALE Pays SIBDIVISION  OF (EXCEPT THE WEST 33 FEET FOR RAILROAD) THE EAST 1/2 OF THE THISO)  PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  CITY OF THE THISO  PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  Which has the address of 5728 S. KILBOURN AVENUE  (Property Address*):  CHICAGO  Illinois 50629-  (Property Address*):		7	· · ·
**MORTGAGE CORPORATION A WISCONSIN CORPORATION			<del></del>
under the laws of WISCONSIN		•	_
STOO FALLEROOK AVENUE SUITE 291. WEST HILLS, CAUFORNIA 91307.    Clender').   Borrower owas Leader the principal sum of One Hundred Twoke Thousand and 00/100.   Onliars (U.S. s. 112,000.00   This debt is evidenced by Borrower's note dated the same date as this Security Instrument (Tooto'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FERRUARY 1, 2027.   This Security Instrument ascures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all enwads, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragrain 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 Lende, the following discribed property located in COOK.   County, Wire'is:   COOK.			_
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Dollars (U.S. \$ 112,000.00  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 FERRUARY 1, 2027  This Security Instrument (Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FERRUARY 1, 2027  This Security Instrument secures to Lender: (a) the repayment of all other sums, with interest, advanced under paragram 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 Lende, the following described property located in COOK  COOK  COOK  COUNTY, Wire of a COOK COUNTY, Wire of the County of the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lende, the following described property located in COOK  COOK  COOK  COUNTY, Wire of a COOK COUNTY of the County of the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in COOK  COOK  COOK  COOK  COOK  COOK  COOK  COUNTY, Wire of a County of the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in Cook of the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in Cook of the Note. For this purpose, Borrower's covenants and greements under this Security Instrument and the Note. For this purpose, Borrower's covenants and greements under this Security Instrument and the Note. For this purpose, Borrower's covenants and greements and greeme			, ("Lender").
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of all other sums, with interest, advanced under paragram 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 mongage, grant and convey to Lende, the following described property located in COOK  COOK  LOT 10 IN BLOCK 11 IN W.F. KAISER AND COMPANY'S ARDALE PAGY S'IBDIVISION  OF (EXCEPT THE WEST 33 FEET FOR RAILROAD) THE EAST 1/2 OF THE WEST 13 FEET FOR RAILROAD) THE EAST 1/2 OF THE THILO?  PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  P.I.N. 19-15-120-030-0000  Which has the address of 5728 S. KILBOURN AVENUE  (39-41)  (39-41)  (39-41)  (CHICAGO  (C			
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which has the address of 5728 S. KILBOURN AVENUE CHICAGO  Which has the address of 5728 S. KILBOURN AVENUE (2004);  (C) (2			
Principal Meridian, in Cook County, illinois.  Plin, 19-15-120-030-0000  Cili 10-1, Illinois Fillot II.  Cili 10-7, Illinois Chicago  Which has the address of 5728 S. Kil Bourn Avenue (Breen)  (Property Address*):			
P.I.N. 19-15-120-030-0000			
which has the address of 5728 S. KILBOURN AVENUE CHICAGO  [Spring [Spring   [Cross]]]  [Chicago   [Cross]]  [Chicago   [Cross]]	· · · · · · · · · · · · · · · · · · ·		
which has the address of 5728 S. KILBOURN AVENUE (CHICAGO (CHICAGO)	P.I.N. 19-15-120-030-0000		/A
which has the address of 5728 S. KILBOURN AVENUE (Street)   Street  ("Property Address");	7 June 1		ψį
which has the address of 5728 S. KILBOURN AVENUE (Street)   Street  ("Property Address");	1,7 O 1011		
which has the address of 5728 S. KILBOURN AVENUE (Street)   Street  ("Property Address");	therein Minist	A STATE OF THE STA	
which has the address of 5728 S. KILBOURN AVENUE (Green)    Green   (Crey)     (Property Address*);	• • • • • • • • • • • • • • • • • • • •		₩ <u>*</u>
which has the address of 5728 S. KILBOURN AVENUE CHICAGO    Street  ("Property Address");	C///	0, 1L 1 2	7
which has the address of 5728 S. KILBOURN AVENUE [38041] [Illinois 50529- ("Property Address");			, , , , , , , , , , , , , , , , , , ,
which has the address of 5728 S. KILBOURN AVENUE (Green)  [Green]  [Crey]  [Crey]			
which has the address of 5728 S. KILBOURN AVENUE (Green)    Green   (Crey)     (Property Address*);			<u> </u>
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Property of County Clerk's Office

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 nereby 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 jurisdiction to constitute a uniform security instrument covering real property.

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 under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the diag monthly payments are due under the Note, until the Note is paid in full, a num ("Funds") for: (a) yearly taxes and assessments which may attain priorty over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground conts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, it any; and (l) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excrow hems." Lander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related munigage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 10.4 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless another law that applies to the Funds set; a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of futur. Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution vinose deposts are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in thy Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower or holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Sorrower 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 nan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, 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 the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by an plicable 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 not a 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 refunc 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 as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leidz, under paragraphs 1 and 2 shall 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 any late charges due under the Note.

4. Charges: Liens. Borrower shall pay all laxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the paraon 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 has priority over this Security Instrument unless Borrower: (a)

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Form 3014 9/90 (page 2 of 7 pages)

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall hard the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, the restoration or repair is economically feasible and Lander's security is not testing in not testing from Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or doos not answer within 30 days a notice from Lender that the insurance carrier has oftered 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 paried will begin when the notice is given.

Unless Lender and Borrower otherwise syres in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments removed to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Proporty as Borrower's principal residence for at least one year efter the date of occupancy, unless Lender otherwise agrees in willing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Scrrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or nominit weste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that it anders good taith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Langer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for citure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument on Lender's security interest. Borrower shall also be in default it Sorrower, during the loan application process, gave inaterally false or insccurate information or statements to Lender (or failed to provide Lender with any material information) in non-section with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless cender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable afterneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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Form 3014 8/90 (page 3 of 7 pages)

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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 Lander to Borrower requesting payment.

- 8. Mortgage insurance. If Lander 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 is not available. Borrower shall pay to Lender each month a sum equal to 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 mongage 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 regulars) provided by an insurer approved by Lender again becomes evaliable and is obtained. Someower 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 natice at the firm of or prior to an inspection appointing 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 builde 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 fall market value of the Property immediately before the taking. Any balance sliall 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 Lindor 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

If the Property is abandoned by Borrower, or if, after notice by Lenuer to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lander virtiin 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to respond on 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 "i.e amount of such payments.

- 11. Borrower Not Released; Forberrance 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 internet. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for proment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made on the original Bottower or Barrawer's successors in interest. Any torbearance by Lender in exercising any right or remedy (nat) 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; (x) 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, forbeat or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent,

If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Form 3014 9/90 (page 4 of 7 pages)

Property of Cook County Clerk's Office

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 sume 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 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 Lander. 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 Rorrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal faw 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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument,

17. Transfer of the Property or a Beneficial Interest in Borrower.If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lendy, may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is activated or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these cume prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument withour l'inhor notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meet, cer ain 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 entorcing this Security Instrument, including, but not limited to, reasonable alterneys' fess; 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 onligation to pay the sums secured by this Security Instrument shall continue unchanged. It on reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully affective suit no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security "Les" or ant. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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Form 3014 9/90 (page 5 of 7 pages)

Property of Cook County Clerk's Office

promptly take all necessary remedial actions in accordance with Environmental Law.

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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 tlammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldenyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedias. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not tess 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 affer a posteration 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 oured on or before the date specified in the notice, Lander at its, or tion may require immediate payment in tall of all sums secured by this Security Instrument without further demand and may preciose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuits; the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' less and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall day any recordation costs. Lender may charge Borrower a fee 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 permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property,

24. Riders to this Security instrument. One or more riders are executed by Sorrower 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 Dr.ver) pment Rider	Biwookly Payment Rider
Balloon Rider	Rate Improvement Air er	Second Home Rider
Other(s) [specify]	. 5	
BY SIGNING BELOW, Borrower accept	ts and agrees to the terms and covenants cor	ntained in this Security Instrument
and in any rider(s) executed by Borrower and		
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Witnesses:	105-01	S. ale
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Form 3014 9/90 (page 6 of 7 pages)

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[Space Below This Line For Acknowledgment]		
×	County sa:	
METUS AND WLADYSLAWA MII e the same person(s) whose na and acknowledged that he/she	a Notary Public in and for said county and state, de ETUS AND VIOLETTA MIETUS AND TADEUSZ MIETO ame(s) is/are subscribed to the foregoing instrument, appeared they signed and delivered the said instrument as their forth.	
icial seal, this <b>29TH</b> day	of January, 1997	
JEAN L. WALSH NCTARY PUBLIC, STATE OF ILL WHY COMMISSION EXPIRES 8/2 SWITE 293	INOIS }	
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	METUS AND WLADYSLAWA MII  of the same person(s) whose national acknowledged that he/she  uses and purposes therein set  icial seal, this 29TH day  "OFFICIAL SEA  NOTARY PUBLIC, STATE OF ILL  MOTARY PUBLIC P	

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Form 3014 9/90 Dage 7 of 7 pages)

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