COOK COUNTY RECORDER JECCE VISITE

	05.400.00		- 9:37
CST TO TORR		RECORDIN 4	31.00
		MAILINGS M	9.50
		22 305968 #	
LOAR NO. PC7040166 MORTGAGE	95/89/51	9097 MCM	9:38
THIS MORTGAGE ("Security Instrument") is given on APRIL 30 The mortgagor is DUPAGE D. MILLER AND MARKETER MILLER		. 19 97	
HUSBAND AND WIFE WILLER WILLER			
This Security Instrument is given to INCHOR MORTGAGE CORPORATION		("Borrower")	•
which is organized and existing under the laws of STATE OF ILLINOIS address is 520 W. ERIE SUITS 300.		, and whose	•
CHICAGO, IL 60610		("Leader").	
Serrower owes Lender the principal sum of SEVENTY-TWO THOUSAND AND 00/100 (U.S. \$ 72,000.00). (b), debt is evidenced by B		Dollars	
,	lottower's note date	o the same date as the	•
Security Instrument ("Note"), which provides for monthly was, with the full do JUHE 1, 2027			
the debt evidenced by the Note, with interest, and all renewals, extens and and modificat			
signs, with interest, advanced under paragraph 7 so protect the security of this Secu			

LOT 26 (EXCEPT THE EAST 9.04 FEET) AND THE BAST 20.42 PEET OF LOT 25 IN BLOCK 18 IN PRICE'S SURDIVISION OF THE SOUTHWEST 1/2 OF SECTION 26, TOMBEHLP 38 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Bostower's covenies and agreements under this Security Instrument and see Note. For this purpose, Bostower does hereby

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TAX ID NUMBER 19-26-315-058

which has the address of

3786 W. 76 PL

mortgage, grant and convey to Lender the following described property located in

CHICAGO

Minois

COOK

60652

(Sires) ("Property Address"); CONTRACT

Office

County, Illinois:

IZe Codel

TOGETHER WITH all the improvements now or hereafter erocted on the property, and all easements, appuntenances, and finances now or hereafter a part of the property. All replacements and additions shall also be covered by this Security learningests. 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 unencombered, except for excumbrances of record. Bostower wantens and will defend generally the title to the Property against all claims and demands, subject to any encestabrances of record.

RLINOIS - Single Family - Feerie Manifesdille Mac UNIFORM INSTRUMENT Casts Forms Sec. 09001 446-3556

Form 3014 9/90 UFT 43014 7/82

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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:

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1. Phyment of Principal and Interest; Prepayment and Late Charges. Botrower 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 day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property: (b) yearly leasehold payments or ground runs on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood inturance premiums, if any: (e) yearly managage insurance premiums, if any: and (f) any sums payable by Borrower so Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, as any time, collega, and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds. due on the basis of content data and reasonable estimates of expenditures of future Escrow hems or otherwise in accordance with applicable law.

The Funds shall be held institution whose deposits are insured by a federal agency, instrumentality, or cutity (including Lender, if Lender is such an destination) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrew Items. Leader may not charge Borrower in odding and applying the Funds, annually analyzing the encrow account, or verifying the Encrow Items, unless Lender pays Borrower idejest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law requires otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay dorrower 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 Bostower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds rad the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all same secured by this So ur'ry Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable from If the amount of the Funds held by Lender at any time is not sufficient to pay the Eactow home when due, Lender may so neitfy Portower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower (by) grake up the deficiency in to more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender & All promptly refund to Borrower any Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, griot to the acquisition or sale of the Property, that apply any Funds held by Lender as the time of acquisition or sale as a credit gainst the sums secured by this Security fastrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments (Actived by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amount per able 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 taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. By trooper shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bostower shall pay them 🗢 🙉 directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph. If Borrower makes these payments directly, Borrower shell promptly furnish to Lender receipts evidencing the payor are.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agre 5 % writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the 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 suisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements 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 Booding, 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 Leader'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 classe. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

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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 renoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums accured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shandons the Property, or does not answer within 30 days a notice from Lender that the insurance extrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 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 occury, er ablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and wall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender Aberwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which and bryond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit was a on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Levier's good faith judgment could result in forfaiture of the Property or otherwise materially impair the lien created by this Security fastroment or Lender's security interest. Borrower may care such a default and reinstate, as provided in paragraph 18, by causing the letting or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borroy er's inscrest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Burrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or state acts 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 Bostower's occupancy of the Property as a principal residence. If this Security Insulation a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires see title to the Property, the leasthcold and the fee title shall not merge unless Londer agrees to the energer in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fa(s) perform the covenants and agreements contained in this Socurity Instrument, or there is a legal proceeding that may significantly a(so: Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or topylations), then Lender may do and pay for whenever 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 teasonable attorneys' fees and emering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts distursed by Lender under this paragraph 7 shall become additional deta. Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be be interest from the date of disburnessess at the Note rate and shall be payable, with interest, upon notice from Lender to Bur ower requesting payment.

- 3. Mortgage Insurance. If Leader required mortgage insurance as a condition of making the left secured by this Security Instrument, Bornower shall pay the premiums required to maintain the mortgage insurance in effect. If, not represent, the mortgage insurance coverage required by Leader lapses or ceases to be in effect, Bornower shall pay the premiums required to the oral to busine coverage substantially equivalent to the oral to Bornower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Leader. If substantially equivalent mortgage insurance coverage is not available, Bornower shall pay to Leader each month a sum equal to one-twelthy of the yearly mortgage insurance premium being paid by Bornower when the insurance coverage lapsed or ceased to be in effect. Leader will accept, use and remin these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Leader, if mortgage insurance coverage (in the amount and for the period that Leader requires) provided by an insurer approved by Leader 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 Leader or applicable law.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 of 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

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Security Instrument shall be reduced by the amount of the proceeds unlitiplied 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 guid 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

If the Property is abandoned by Botrower, or if, after notice by Lender to Botrower that the condemnor offers to make an award or settle a claim for damages. Botrower 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 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 Watver. Extension of the time for payment or modification of amortization of the stems 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 regimes any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by the security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance of 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 Assign Found; Soint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit by 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) it not petronally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any exact 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 Section, Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other was charges collected or to be collected in connection with the loan exceed the permisted limits, then: (a) any such loan charge shall be refined by the amount necessary so reduce the charge so the permisted limit; and (b) any sums already collected from Borrower which exceeds permisted 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 only prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security lasts were shall be given by delivering it or by mailing it by first class mail valess applicable law requires use of another method. The notice of all 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 berein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this prograph.
- 15. Governing Law: Severability. This Security Instrument shall be governed by feet allow 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 Line which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note we declared to be severable.
 - 16. Bottower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Justin ment.
- 47. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property of the Security sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural reason) without Lender's prior written consent, Lender may, at its option, require introduce 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 one of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instruments without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period at applicable law may specify for reinstancement) 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 Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures may default of any other coverables or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, researable attorneys' fees; and (d) takes such action as Leader may reasonably require to assure that the lieu of this Security Instrument, Leader's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstancement by Borrower, this Security Instrument and the obligations secured bereby shall remain fully effective

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as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of 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 custry (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 remainstance of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this para 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the learning substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, partiels comaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means feet 47 laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall five actice 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 union 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 cared; and (d) that failure to cure the default on or before the date specified in the notice ray result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the happens. The notice shall further inform Borrower of the right to releasant 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 a cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sames record 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 puragraph 21, including, but we like its do, reasonable attorneys' fees and coats of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender & II release this Security Instrument to 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 Intuition to Security Instrument, the covenants and agreement of this Security Instrument beauces)	nts of each such rider shall be incorporated into a	
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 a any rider(s) executed by Borrower and recorded	and agrees to the terms and covenance contained (with it,	in this Security Instrument and in
Witnesses;	Juan La	VIII (Seat)
	Marvelle Mill) // (Seat)
0	MARVE WILLER	Scrioner
	<u> </u>	(Seal)
	4	-Borrovier
		(Seat)
	Jacco Below That Line For Acknowledgment	
STATE OF ILLINOIS, LEGIL	Com	iy sx
I THE UNDERSIGNED		c /a and for said county and state,
do hereby certify that	DARNelle Millering	indicted of the fe
subscribed to the foregoing instrument, appears	estimally known to me to be the same person(s) d before me this day in person, and acknowledg	whose my mo(s) (UV)
sidiffer any figurescrip me sand thousandm as	WOOO nee and voidingly day, for the ti	ses and purpose; reven ser torin.
Given under my hand and official seal, this	Soin as a second like Min	, 19 31 .
My Commission expires:		ery Charles
Comment in	Particul State Particul State Particul State Particul State Particul State Processor Particul State Processor Commission Conference Processor Commission Commis	ineis :14:09
WHEN RECORDED MAIL TO		•
3450 BUSCHNOOD PARK DRIVE S TAMPA FL 336	97325968	

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