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his instrument was prepared by		COPT
eana L. Collins/Midwest Mof	TTGAGE	DEF1-01 RECORDING
ecord and Return to:		T#9004 TRAN 0132 06/94/97 13:3
IIDWEST MORTGAGE GROUP, IN		17081 + LM #-97-394
0555 SOUTHFIELD ROAD STE. 449	•	COOK COUNTY RECORDER
Outhfield, Michigan 48076		
JAN GARAGE	[Space Above This Line For Recording Data]	
CHOSTPH	MORTGAGE	
THIS MORTGAGE (Security Ins	Dumen() is given on MAY 28, 1997 ERTY AND JULIE A. FLAHERTY, HUSBAND AND WIFE	
he mortgagor is MILHAEL J. FLAN		orrower"). This Security Instrument is given to
DWEST MORTGAGE GROUP, IN	C.	
nder the laws of THE STATE OF IL	LINOIS	, and whose address is
ISSS SOUTHFIELD MOAD STE. 445		("Lender").
prower owes Lender the principal a ne Hundred Staty Two Thousans.		
olfars (U.S. \$ \$162,900.00	This debt is evidenced by Borrower's note da	ted the same date as this Security instrument
	ayn or, with the full debt, if not paid earlier, due and pays	•
its Security instrument secures to Lind modifications of the Note; (b) the curify instrument and (c) the performances because the performances are the performances.	ender (e) an repayment of the debt evidenced by the No e paymen of all other sums, with interest, advanced und rmance of Borne er's covenants and agreements under thi page, grant and convey to Lender the following described p	te, with interest, and all renewals, extensions or paragraph 7 to profect the security of this is Security Instrument and the Note. For this
XXX		County, Mirnols:
TUATED IN COUNTY OF COOK, S	TATE OF ILLINOIS, AND ITS DESCRIBED AS FOLLOWS:	LOT
	TOSH'S SECOND ADDITION TO NORWOOD HEIGHTS, B	
	OR COURT PARTITION OF VARY OF NORTH 1/2 OF SEC	STION
	EAST 1/4 OF SOUTHWEST 1/4 (IF LIECTION 7, ALL IN	a TO
	AST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING F SAID SUBDIVISION, RECORDED IN FECORDER'S OFF	
· · · · · · · · · · · · · · · · · · ·	BER 2, 1925 AS DOCUMENT NUMBER 90(3441, IN COO	
JUNTY, ILLINOIS.		
UX FTEM NO: 13-07-126-025	OUN	
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		Clarks
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قد مستولون بينو بيدة وليد	8322 MONTH NEWCASTLE AVENUE	CHICAGO
ich has the address of	[Street]	[Cny]
10is 80656-	("Property Address");	
(m) cane;		

TOGETHER WITH all the improvements now or hereafter erected on the properly, and all easements, appurishances, and fidures now hereafter a part of the properly. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is larted to in this Security instrument as the "Property".

BORROWER COVENANTS that Borrower is lewfully seised of the estate hereby conveyed and has the right to mortgage, grant and vey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend with the Property against all claims and demands, subject to any encumbrances of record.

WOIS -Single Fartily-Farmie Mae/Freddie Mac UNIFORM INSTRUMENT

Form - MAS0722 REV. 2/28/95

øen No.

Form 3014 and Initials:

Proberty of Cook County Clerk's Office

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 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 rents on the Property, N any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) 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 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets 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 attended the amount of Funds due on the basis of current data and reasonable estimates of expenditures of turbure Escrow items or other law in accordance with applicable law.

Escrow game or often to in accordance with applicable law.

The Funds shall on held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lander 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 holding and applying the Funds, annualty analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the runds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for all it is made or applicable law provides otherwise. Unless an exament 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 Ferros 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 knowns permitted to be held by applicable 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 notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall notify up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in tuli of all sums secured by this Soculty instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the imperty, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a cledit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provious otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Noti; elected, to amounts payable under paragraph 2; third, to interest due; tourth, to principal due; and last, to any late charges due under the fiver.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, files and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reins, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests it, 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 entil certent of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Porrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the point 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 flood: or "cooling, for which Lender requires incurance. 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 withink id. 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. Lehder 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 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, if the restoration or repair is economically feasible and Lender's security is not tessened. 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 secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a cizim, 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.

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Form 3014 (page 2 of 4 pages) Initials:

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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.

- 6. 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 story days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall be in default if any forfeiture action or proceeding, whether civil 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 reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed 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 take or inaccurate information or statements to Lender (or failed to provide Lander with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupance, of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lears. If Borrower acquires lee title to the Property, the leasehold and the lee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Let do to Rights in the Preparty. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankruptcy, probate, for condenvaluen or torieiture 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 List ument, appearing in court, paying reasonable afformays' 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 withis 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 be at interest from the date of disbursement at the Note rate and shall be payable, with interest, apon notice from Lender to Borrower requesting payment.

- a. Stortigege insurance. If Lender required mirrigage 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 lepses or ceases to high affect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mortin a sum equal to one-twellth of the yearly mortgage insurance coverage is not available. Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these parments as a loss reserve in lieu of mortgage insurance. Loss reserve payments my 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 manage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written again and between Borrower and Lender or applicable law.
- \$. Inspection. Lender or its agent may make reasonable entries upon an #kispections 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 componential, in connection with any condemnation or other tailing of any part of the Property, or for conveyance in lieu of condemnation, are leading assigned and shall be paid to Lander.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 immediately 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 belance shall be paid to Borrows. In the event of a partial telding of the Property in which the fair market value of the Property immediately before the taking is less than the concurred 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 II, 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.

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Form 3014 (200 page 3 of 4 pages)

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- 11. Borrower Not Released; Forbestence 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 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 forbestrance 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 Limbitty; 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 Eorrower 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, Parbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lean 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 at this the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such logs, 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 seducing 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 the prepayment charge under the Note.
- 14. Notices. Any notice to Borrower resided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Intra ment shall be governed by federal lew and the law of the jurisdiction in which the Property is located. In the event that any provision or ciruse of this Security Instrument or the Note conflicts with applicable lew, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 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, Lender may, at its option, require immediate payment in full of all sums secure 3 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 Lander exercises this option, Lender shall give Borrower notice of acceleration. This provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all summer mounted 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 Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the light 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 (a) array of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements, (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lander's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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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 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.

30. Mixtandous 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 etse 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, lewsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Liew of which Borrower has actual knowledge. If Borrower harms, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance after the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Liew.

As used in this paragraph, 2%, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following publishers: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials contribing asbestos or formaldehyde 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; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any sovement or agreement in this Security instrument (but in it prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the Colon 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 (nust 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 because by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further into in Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a welful 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, Lander 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 incur so in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney.

22. Release. Upon payment of all sums secured by this Security Instrument, Lordor shall release this Security Instrument without charge to Borrower Borrower shall pay any recordation costs

23. Walver of Homestead. Borrower walves all right of homestead exemption in the Progerty.

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Check applicable box(es)]	onto of each such rider shall be incorporated into and shall a as it the rider(s) were a part of this Security instrument.	
Adjustable Rate Rider	Condominium Rider	
Graduated Payment Ric		1-4 Family Rider
	er Planned Unit Development Rider	Biweekly Payment Rider
Bailoon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, BOTTOWN	r accepts and agrees to the terms and covenants contains	ed in this Security Instrument and in an
ler(s) executed by Borrowar and reco	roed with R	The second secon
itnesses:	m 1 01	111-
Talou Com	Michael &	tlale 8T
	MICHAEL J. FLAHERTY	-Borrower
C	/x. —	
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	JULIE A FLAHERTY	(Seal
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ATE OF ILLINOIS,	County \$5.	
	# Notify Public in and E.A. FLAHERTY, HUSBAND AND WIFE	or said county and state, do hereby certifi
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_		to be the same person(s) whose name(s)
re subscribed to the foregoing instrum	ent, appeared before me this day in person, and acknowled	iged that he/sh //the
Given under my hand and official	as his/her/their free and voluntary act, for the uses and purp	oses therein set ivith.
	west, this 20TH day of MAY, 1997	10
Commission expires: 3/1/51	"OFFICIAL SEAL"	al OShula
• •	Debra L. O'Shaughnessy	Nazely Public
,	Notary Public, State of Illmois Cook	County
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