98403363

AFTER RECORDING MAIL TO

LaSalle Home Mortgage

Corporation

12 Salt Creek Lane Suite 110

Hinsdale, IL 60521

AP# STEINK.D5807247 LN# 0005807247

United States of America

existing under the laws of

DEFT- 4 RELOADING

\$35.50

740009 TRAM 2424 05/15/92 13:07:00

41+11 # RO *-98-40**33**63

30% (CUNTY RECORDER

132.0G

[Space Above This Line For Recording Data] -MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 4, 1998-. The mortgagor is Donald M. Steinke Married to Marlo M. Steinke** and Judith L. Steinke, A Widow

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the , which is organized and . and whose address is

4242 N. Harlem Ave., Norridge, I. 50534

("Lender"). Borrower owes Lender the principal sum of One Hundred Fourteen Thousand Seven Hundred Dollars and no/100

The United States of America

). This debt is evidenced by Borrower's note dated the same date as this (U.S. \$ 114,700,00 Security Instrument ("Note"), which provides for monthly pryments, with the full debt, if not paid earlier, due . This Society Instrument secures to Lender: (a) the June 1, 2028 repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, uch anced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bonower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borro wer Joes hereby mortgage, grant and convey to Lender the following described property located in Cook

County, Illinois

LOT 51 IN WESTBERRY VILLAGE UNIT II PHASE 2. BEING A SUBULVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 23. TOWNSHIP 36 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Marlo M. Steinke is executing this mortgage solely for the purpose of waiving any and all marital and homestead rights.

27-23-110-019-0000

which has the address of

8501 W. 162nd St.

[STREET]

Tinley Park [CITY]

Illinois

60477

("Property Address"):

[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0894/3014(0990)-L

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FORM 3014 9/90

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at Lender's sole discretion.

may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments,

amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Heme when due, Lender account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender elnes

the Funds was made. The Funds are pledged as additional security for all sums secured by this Security pay Borrower any interest or semings on the Funds. Borrower and Lender may cynes in writing, however, their interest and he paid on the Funds, Lender shall give to Borrower, will out charge, an arrural accounting of the Funds, showing credits and debits to the Funds and the purpose of which each debit to reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to However, Lander may require Borrower to pay a one-time charge in an Independent rest a Lander pays Borrower interest on the Funds and applicable law postals. Lander to make such a cha Benic Lender shall apply the Funds to pay the Eacrow terms. Land in weighing the Eacrow thins, unless and applying the Funds, annually analyzing the eacrow account, or verifying the Eacrow thins, unless The Funds shall be held in an inelitation whose conceits are ineured by a federal agency? instrumentally, or entity (including Lender, if Lender is such as inelitation) or in any Federal Home Londer. Bents: Lender shall apply the Funds to pay the Escrow Items. Lender are new net chance.

expenditures of future Escrow Heme or otherwise in accordance with applicable law. may selimine the amount of Funds due on the Italia of current data and resonable selimates of U.S.C. § 2801 of 30q. (TRESPA"), unless another in that applies to the Funds sats a lesser amount. If so, tender may, at any time, collect and hold Funce know amount not to exceed the lesser amount. Lender the provisions of paragraph 8, in that of the payment of mongage insurance premiums. These farms are called "Escrow heme." Lander may, as (any time, collect and hold Funds in an amount not to exceed the maximum amount a lander for a federally related mongage loan may require for Borrower's escrow maximum amount a lender for a federally related mongage loan may require for Borrower's escrow account under the federal feet Estate Settle, (any Procedures Act of 1974 as amended from time to time, 12 account under the federal feet Estate Settle, (any Procedures Act of 1974 as amended from time to time, 12 hill, a sum (Tunds') for (2) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property. (b) yearly lessending payments or ground rents on the Property, it sany: (c) yearly instrument as a lien on the Property. (b) yearly lessend or property it sany: (c) yearly lessend or property it sany; (d) yearly lessend or property it sany; (e) yearly months in accordance with months in accordance with

2. Funds for fares and insurance. Subject to applicable law or to a written walver by Lander. Borrower shall pay to Lindy on the day monthly payments are due under the Note, until the Note is paid in Charges due terbie 256 Note. 1. Players of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when the principal of and interest on the debt evidenced by the Note and any prepayment and late

UNIFCIAM COVENANTS. Borrower and Lender covernent and agree as follows:

property.

coverients with limited variations by juriediction to constitute a uniform security instrument covering resi THIS SECURITY INSTRUMENT combines uniform coverents for national use and non-uniform

cisims and demands, subject to any encumbrances of record. encumbrances of record. Borrower werrants and will defend generally the title to the Property against all BORROWER COVENANTS that Borrower is lewfully select of the estate hereby conveyed and has the right to mongage, grant and convey the Property and that the Property is unencumbered, except for right to mongage, grant and convey the Property and that the Property is unencumbered, except for

"ynegord" en also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as

appurenences, and fedures now or hereafter a part of the property. All replacements and additions shall TOGETHER WITH all the improvements now or herester erected on the property, and ell essements,

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

UNOFFICIAL COPY

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender 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.
- Borrower shall pay all taxes, assessments, charges, fines and impositions 4. Charges; Liens. attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly rurnish 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 viriting 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 acreament satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions sat forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Eorrover shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, 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 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 and 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 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 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 carried 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

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cause for the inspection.

9. Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Lander shall give Borrower notice at the time of or prior to an inspection specifying reasonable. Lander or its agent may make reasonable entries upon and inspections of the

Borrower shall pay the premiums required to maintain mortgage incurance in effect, or to provide a loss reserve, until the requirement for mortgage incurance ends in accordance with any written agreement between Borrower and Lender or applicable law. required, at the option of Lender, if mortgage insurance coverage (in the amount and 5% the periods that Lander requires) provided by an insurer approved by Lender again becomes available (10%) is obtained. Borrower of the morgage incurance previously in effect, from an elemeis mindage incurar approved by Lander. If substantially equivalent montgage incurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-twellth of the yearly mortgage incurance; Lender vid society, use and retain the foreign incurance. Loss reserve payments as a loss reserve in lieu of mortgage incurance. Loss reserve payments as a loss reserve in lieu of mortgage incurance. Loss reserve payments as a loss reserve in lieu of mortgage incurance. Loss reserve payments and retain the annual and the position of Lender, if mortgage incurance. Loss reserve payments and the particular that required at the control of Lender, if mortgage incurance coverage (in the annual and for the payments as a loss reserve in lieu of mortgage incurance. a. Mortgage insurance. If Lender required mortgago Vervance as a condition of making the insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or casses 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 accessmissly equivalent to the mortgage insurance previously in effect, at a cost accessmissly equivalent to the cost to

secured by this Security Instrument. Unless Borrows and Lender agree to other terms of payment, these interest from the date of discurse hart at the Note rate and shall be payable, with interest from Lender to Borrows requesting a ment. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower

under this paragraph 7. Lender does not have to do so. any sume secured by a lien which hat principly over this Security instrument, appearing in court, paying researchies attorneys fees and entering on the Property to make repairs. Although Lander may take action protect the value of the Property and Lander's rights in the Property. Lender's actions may include paying T. Protection of Leader's frights in the Property. If Borrower tale to perform the coverants are agreements contained in this Security instrument, or there is a legal proceeding that may significantly effect tenders in the Property (Such as a proceeding in bankrupicy, probate, for condemnation or condemnation or

griffire in regreen entrot assenge rebreal assens egreen fon flerte eit? Jet entrone blorieseel defeath it any fortesture action or proceeding, whether chill or criminal, is begun that in Lender's good feith becauty instrument or Lender's security interests or Lender's security interests or Lender's security interests or Lender's security interests or consistent or Lender's security interests or Lender's security interests or consistent or Lender's security interests or Lender's security interests or Lender's security interests or consistent or proceeding to be dismissed with a ruling that, in the Property, allow the Property to deteriorate, or commit wests on the Property. Borrower shall be in otherwise agrees in writing, which consent shall not be unressonably withhold, or unless adenualing circumstances exist which are beyond Borrower's control. Borrower shall not destroy, demage or impair. Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lander Application; Lessenholds. Borrower shall occupy, establish, and use the Properly as Borrower's principal residence within shirty days after the execution of this Security Instrument and shall continue to occupy the 6. Occupancy, Preservation, Meintenance and Protection of the Property; Borrower's Loan

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is ar and oned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower cinerwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbear in a By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the suns 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 demain; made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 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 coverage, 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 the 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 Sorrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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28. Hezardous Substances. Borrower shall not cause or parmit the presence, use, disposal, storage, or release of any Hezardous Substances on or in the Property. Borrower shall not do, nor allow snyone slees to do, anything affecting the Property that is in violation of any Environmental Law. The presence, use, or storage on the Property of small not apply to the presence, use, or storage on the Property of small quantities of Hezardous

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in a choice (together with this Security Instrument) may be sold one or more times without prior notice to dominar. A sale may the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer three or the Note if there is a change of the Loan Servicer, Borrower will be notice with perspect of the Loan Servicer, Borrower will be notice will see the notice of the change in accordance with perspect it above and applicable law. The notice will see the name and address of the new Loan Servicer and the address of the new Loan Servicer and the address of the new.

ight to have enforcement of this Security Instituted at any time paint to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the froperty pursuant to any power of sale contained in this Security for reinstatement; or (b) entry of a judgment enforcing this Security Instituted. Those conditions are that Borrows; (a) pays Lender all sums which then would be due under this Security Institute and the Motes as if no account the Security Instituted; (b) cures any default of any other coverants or agreements; (c) pays all expenses in the enforcing this Security Instituted; (d) takes such action as Lander may including, but not limited to, responsely sees in a enforcing this Security Institutes; (e) pays all expenses; (nd (d) takes such action as Lander may including, but not limited to, resounded the such action as Lander may enforted the Property and Remover, the Security Instituted; Lander may ending the Security Instituted; Lander such Property and Remover, the Security Instituted; Instituted in the Property and remainfully the Security Instituted; Instituted to the Property and remainfully in the Security Instituted; Instituted to the Property and Remover, the Security Instituted to the Property and remainfully and the Security Instituted; Instituted to the Property and Instituted to the Property and Instituted to the Property and Instituted to the Property Instituted to the Property and Instituted to the Property Instituted

If Lender exercises this Action, Lender shell 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 maked weiting which borrower must pay all sums secured by this Security Instrument. If Borrower falls 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 Borrows.

17. Traceles of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in Borrower is sold or transferred and Borrower is acid or transferred for if a beneficial interest in Borrower is not an actual person) without Lander's prior written consent, Lander may, at its option, raquing immediate payment in the content Lander's prior written consent, Lander may, at its option and incommendate payment in the content security instrument. However, this option and not be exercised by Lander is accurate to not interest and of the Security instrument.

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16. Amones's Copy. Borrower shall be given one conformed copy of the Hote and of this Security

16. Governing Law; Saverability. This Security instrument shall be governed by federal law 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 effect without the conflicting provision. To this end (2) provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by maling it by first class mail unless applicable law requires use of enotine mentant. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender address Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender when given as provided in this Security Instrument shall be diven to Borrower. Any notice provided for in this Security Instrument shall be presented in the Security Instrument.

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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 promptly take all necessary remedial actions in accordance with Environmental Law

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

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

- 21. Acceleration; Francies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any sovenant or agreement in this Security Instrument (but not prior to acceleration under paragram 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that feiture to cure the default on or before the unit specified in the notice may result in acceleration of the sums secured by this Security Instrument, for closure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forecase this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead er emption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executer by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box (Es)]

•••	Adjustable Rate Rider		Condominium Rider		14 Family Rider
- n	Graduated Payment Rider		Planned Unit Development Rider		Biweekly Payment Rider
• -;	Balloon Rider	سا	Rate Improvement Rider	::	Second Home Rider
	Other(s) [specify]		IHDA Rider		

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ZEVT _u	+++++++	is instrument was prepared by: [
DA	Motery Public	
· O		A countingelon expires:
	iel seel, this 4th day of May, 1998.	Given under my hand and office
oniment and of bi	he same person(s) whose name(s) are subscribe this day in person, and acknowica(set that the their free and voluntary act, for the uses an	ersonally known to me to be the strument, appeared before me sivered the said instrument as it forth.
county and state do	is Motary Public in and for said it. Steinke** his it. Steinke**	the undersigned weith cathyther onald H. Steinke, Judith onald H. Steinke, Judith
County se:	ce Belox 17.1s Line For Acknowledgment]	TI 40 PINI
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