1998-08-04 09:32:49 1030 NO C37316 yd borsgore Fromutaeri JULAINNE BASSETT Fecord & Fature to RESOURC!: BANCSHARES MORTGAGE GROUP, INC. 1307 BUTTI:RFIELD RD., SUITE 422 DOWNERS GROVE, ILLINOIS 60515 [Space Ab we This time For flecolding Data] — MORTGAGE THIS MORTGAGE ("Security Instrument") is liven on AUGUST 3, 1998 The mortgliger is DEHP.CH PRATER, A SINGLE M IN ("Norrower) This Security Institution is given to FIESQUACE BANCSHARES MORTGAGE GROUP, INC. which is organized and existing under the laws of DELAWARE ("Lende:"). and whose address is 1909 PARKLANE Ad., COLUMBIA, SC 29223 Bostower Dives Lender the principal sum of Seventy One Thousand Two Hundrid Fifty and O(V100) This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ 71,250.00 Sticurity Instrument (Note), which provides for monthly payments, with the full clebs, if not paid earlier, due and payable on This Security Instrument secures to Lender (a) the repayment AUGUST: 2028 of the debt evidenced by the Note with interest, an illustrates extensions and modifications of the Note. (b) the payment of all other sums, with interest, advanced under paragrant. The protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreenients under this Security Instrument and the Note. For this purpose. Borrower closes hereby mortgage, grant and convey to Lender the following described properly located in County, Many 15 COOK LOT 3 AND 4 IN WILLIAM A BOND AND COMPANY'S SUBDIMISION OF PLOCK 5 OF WAKEN AN'S SLIBDINISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, JOVINSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS C/OPA'S OPPICO PIN#20-27-412-022 PIN#20-27-412-023 which has trib address of 7606 S CHAMPLAIN AVEN JE (Propert / Address'). Minas 60619-0000

ILLINOIS - Single Family - Fande Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form G000022 (5108)

Form 3014 (page 1 of 7 pages)

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Loan No

UNOFFICIAL COPS692032

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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 hereby 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 ritle to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines a hillorin covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform scounty instrument covering real property.

UNIFORM COVENANTS. Borrower and Lenter covenant and agree as follows.

1. Fayment 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 try Lender, Borrower shall priy to sender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds') for (a) youtly sender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds') for (a) youtly sexes and assessment to which may attain priority, iver this Security Instrument as a lien on the Property. (b) yearly leasehold cayments or ground rests on the Property, if an i. (c) yearly hazard or property insurance premiums (d) yearly flood insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the privisions of paragraph 8 in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time it bleet and hold Funds in an amount not to exceed the maximum amount a ender for a festivally related mortgage toan milk require for Borrower's excrow account under the todard Root Estato Settlement Propadures Act of 1974 as amender from time to time 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another taw that applies to the Funds sits a festival 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 future Estrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution vilicite deposits are insured by a federal agency. Instrumentality, or limity (including Leritter, if Lender is such an institution) or name Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bori ower for notding and applying the Funds annually analyzing the escrow account, or virilying the Escrow Items, unless, ander payr Borrower 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 Juan unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Interest to be paid, Conter 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, it ender 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 Socurity Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by upplicable law, Eender shall account to Borrower for this 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 § Dorrower in writing, and, in such case Borrower shall pay to Lender the an ount necessary to make up the deficiency. However, then the twelve monthly payments at Lender's sole discretion.

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

- 3. Application of Payments. Unless aj plicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to ally 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 taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and teasehold 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 furnish to Lender all notices of amounts to bir paid under this paragraph. If Borrower makes there payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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agrees in writing to the payment of the obligation secured by the ken in a manner acceptable to Lerider (b) contests in good fight the tien 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 sufficiently over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the ken or take one or more of the actions set forth above within 10 days of the gring of notice.

5 Hazard or Property Insurance — Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by line, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender inquires in surance. This insurance shall be insurance 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 the 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 inortgage clause Lender shall have the right to hold the policies and renewals. If Lender requires, Botrower shall promptly give to Lender all receipts of paid practice may and renewal notices in the event of loss. Botrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Botrower.

Unless Lender Lord Potrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged of the restoration or repair is economically feasible and Lender's security is not tessened. If the restoration of repair is not economically feasible of Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security I istrument, whether or not then due, with any excess paid to Borrower, if Borrower abandons the Property or does not all swer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may chirple the insurance proceeds. Lender may use the proceeds to repair or rostore the Property or to pay sums secured by this Signify 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 paid 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 Froperty as Borrower's principal residence within sixty 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 willing, which consent shall not be unreasonably withhout, or unless extenuating circumstances titist which are beyond Borro ver's control. Borrower shall not destroy. damage or impair the Property, allow the Property to deteriorate, or commit wasto can the Property. Borrower shall be in default if any forfeiture action or proceeding, whither civil or criminal, is begun that in Janger's good faith judgment could result in forfeiture of the Property or otherwist, materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may dure such a calcult and reinstate as provided in paragraph 13 by causing the action or proceeding to be dismissed with a ruting that it: Lender's good faith determination, precludes forfaure of the Borrower's interest in the Property or other material impainment of the ken created by this Security Instrument of Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially falso or maccurate information or statements to Lender (or lailed to provide Lender with any material information) in clinification with the toan evidenced by the Note, including but not limited to, representations concerning Borrower's occupancy on he Property as a principal residence. If this Security Instruction is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Proporty, the leasabold and the fee title shall not merge unless Lender agrees to the merger in writing
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such its a proceeding in bankruptcy probate for condemnation or foresture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to picket 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 attorneys' 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 dispursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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Security instrument. Unless Borrower and Lendor agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and small be payable, with interest, upon notice from Lender to Borrower requesting payment.

- Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument Borrower shall pay the primitums 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 premitums 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 insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the philod that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in offoct, or to provide it loss in series, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable taw.
- 9 Inspection I tem let or its atjent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at thy time of or prior to a 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 change 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 fur 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 indired by the amount of the proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the taking. Any balance shall be hald 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, unless Borrower and Lenuer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured this Security Instrument whether or not the sums are then due.

If this Property is abandoned by Borrowel, or if, after notice by Lender to Borrowel that the condemner offers to make an award or settle a claim for damages. Borrowel 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, whither or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceed; to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change it a mount of such payments.

- 11. Sorrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of arrorlization of the sums sticured 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 reduied to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secure: by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under this terms of this Security Instrument, (b) is not personally orbigated to pay the sums secured by this Security Instrument and Co. 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.

13. Loan Charges. If the	Ican secured by this Security	Instrument is subject to	a law which is	sats maximum loan
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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 refunct 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 Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any office 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 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 (ar) 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. Bo rower's Copy of Forrowar shall be given one conformed copy of the Note and of this Security Instrument

17 Transfer of the Property or a Beneficial Interest in Borrowert 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 halfural person) without Lender's prior written consent. Légis may, of its option reduire immediate payment in full of all sums secured by this Security Institument. However, this option is not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lentier exercises this option, Lender strill give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is duringred or maled 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 Instrument without toricle notice or demand on Borrower.

18 Bigrower's Right to Reinstate. If Bigrower meets contain 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) tertifies sale of the Property pursuant to any power of sale contribed in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred. (b) cures any detault of any other revenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable altornays fees, 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 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.

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

20. Hazardous Substances. Borrover shall not caus a or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrover shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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 ar / investigation claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. It Borrower leains, or is notified by any (jovernmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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

As used in this paragraph 20 "Hazardous Substances" ale those substances defined as toxic or hazardous substances by Emirronmental Law and the following substances gasiotholikerosene, other frammable or toxic petroleum products, toxic pesticides and herbicides volatile solvents, materials confiaring asbestos or formatehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means fede all laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection."

NON-UNIFORM COVENANTS. Borrowe, and Lender furities covenant and agree as follows.

- 21. Acceleration, Remedies. Lender ship give notice to florrower prior to acceleration following Borrower's breach of any covenint 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 less than 30 days from the date the notice is given to Borrowe; by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Secritive to acceleration and foreclosure. If it is default is not cured on or before the date specified in the notice, Lender at its apilion may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by udicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this para graph 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 shall pay any recordation costs.
 - 23 Waiver of Homestead Gorgonal waives all right of nomestead exemption in the Property
- 24 Filders to this Security Instrument. If one or increations are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements or 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.

and supplement the covenants and agreem	ents of this Security Instrument as if the ride	r(s) were a part of this Security
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(Check applicable box(es))	τ_{\circ}	
Adjustable Rate Rider	Concor wum Rider	1-4 Family Rider
Graduated Payment Fider	Planned In Development Rider	Biweekly Payment Rider
Balloon Rider	Hate Irns roversien Aider	Second Home Rider
Other(s) [specify]	2	
BY SIGNING BELOW Borrower accep	ts and agrees to the terms and divenants con	ntained in this Security Instrument
and in any rider(s) executed by Borrower and	recorded with it	
Witnesses		
	Land lake	(Seal)
	DERRICK PRATER	Borrowei
		U _j c _c
<u> </u>		(Seal)
		-Borrower
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	- 	-Borrower

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STATE OF ILLINOIS, COOK	County ss.	
	nose nami (s) is/are subscribed to the foregoing instrument, appeared he/sheithily signed and delivered the said instrument as	
0	day of AUGUST, 1998	
My Commission expires	Maray Public	
This instrument was prepared by RESOURCE BANCSHARES MORTGAGE GROUP, INC. 1307 BUTTERFIELD RD., SUITE 422 DOWNERS GROVE, ILLINOIS 60515	11.11 58 1 1 81 11.11 58 1 1 81 11 11015 11.11 58 11 1 1 1 6 79 99 11.11 58 11 1 1 1 1 6 79 99 11.11 58 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

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