

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
MARY ANDERSON

98285841

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA, FSB  
LOAN SERVICE CENTER  
P O BOX 60015  
CITY OF INDUSTRY, CA 91716-0015

DEPT-01 RECORDING 449.50  
T00011 TRAN 8537 07/23/97 15124100  
#1547 # KF #-97-532931  
COOK COUNTY RECORDER

ALL NOTICES TO LENDER SHALL BE MAILED  
TO OR DELIVERED TO THE ABOVE ADDRESS.

Loan No. 019178884

97532931

## ADJUSTABLE RATE MORTGAGE

NOTICE: This security instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

This mortgage (the "Security Instrument"), made this 17TH day of JULY, 1997, between DAVID J. BRIGGS AND SANDRA J. BRIGGS, HUSBAND AND WIFE, herein called BORROWER, whose address is 359 WINDSOR LANE, INVERNESS, IL 60010, and HOME SAVINGS OF AMERICA, FSB, A FEDERAL SAVINGS BANK, herein called LENDER, whose address is 4900 RIVERGATE ROAD, IRWINDALE, CA 91706-1404.

NOW, THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Town/Village/City of INVERNESS, County of COOK, State of ILLINOIS:

LOT 38 IN H. LITWIN'S BARRINGTON PARK, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF SECTION 8 AND 17, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns forever, together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed

RE-RECORDED FOR PROPER CHAIN TITLE

1st AMERICAN TITLE order # C109264



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to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; (b) all waste venting systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, paintings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) and shares of stock, if any, pertaining to such water or water rights, ownership of which affects said property, **SUBJECT, HOWEVER,** to the assignment to Lender of such rents, income, issues and profits hereinafter set forth. Borrower agrees to execute and deliver, from time to time, such further instruments as may be required to confirm the lien of this

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and to contain or be subject to a clause providing that the proceeds from any loss covered by any voluntary insurance policy shall be payable, absolutely and irrevocably, to Lender. For purposes of this Security Instrument, a "voluntary insurance policy" shall mean and shall include any insurance policy that covers earthquake, flood, windstorm or any other hazards to such property but which is not required as a condition to the indebtedness secured hereby, and any amendment, endorsement or rider (or any other document by which such insurance coverage is established) to any fire and other insurance policy, which amendment, endorsement or rider (or such other document by which such insurance is established) covers earthquake, flood, windstorm or any other hazards to such property but which is not required as a condition to the indebtedness secured hereby, and regardless of whether any such insurance policy, amendment, endorsement, rider or other document is established before, on or after the date of this Security Instrument.

Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in, extracted from or relating to any required insurance policy theretofore delivered to Lender pursuant hereto or any voluntary insurance policy, and any information concerning the indebtedness secured hereby.

(5) **Assignment and Waiver of Insurance Proceeds, Etc.** Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's rights, title and interest in and to all proceeds from any required insurance policy and any voluntary insurance policy that are due, paid or payable with respect to any damage to such property, regardless of whether the required insurance policy or voluntary insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's right to receive any and all proceeds from any required insurance policy and any voluntary insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whatsoever, and (e) any and all funds received or receivable in connection with any damage to such property resulting from any cause or causes whatsoever, including but not limited to, land subsidence, landslides, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any required insurance policy or voluntary insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

(6) **Taxes and Other Same Due.** To pay, satisfy and discharge: (a) before becoming past due, all general and special taxes, and all assessments on water stock, if any, affecting such property; (b) when due, all special assessments for public improvements, without permitting any improvement bond to issue for any special assessment; and (c) on demand of Lender, but in no event later than the date such amounts become due: (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be, prior or superior hereto; (2) all costs, fees and expenses of this Security Instrument whether or not described herein; (3) fees, including but not limited to attorneys' fees, charges, costs or expenses to monitor bankruptcy actions directly or indirectly involving Borrower; (4) fees, including but not limited to attorneys' fees, costs or expenses incurred in connection with arrangements to cure any delinquency or breach by Borrower; (5) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower, any successor in interest to Borrower or any agent of Borrower or any successor in interest to Borrower; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of

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notice of any increase in the assessed value of such property and agrees that Lender, in the name of Borrower, may contest by appropriate proceedings such increase in assessment. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the assessed value or property tax basis of such property, or the availability of any exemption to which Borrower is or may be entitled.

(7) **Escrow/Impounds.** To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations relating to such property (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. Amounts paid to Lender under the provisions of this paragraph shall constitute additional security for the indebtedness secured by this Security Instrument. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Security Instrument, then all monies paid to Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of any indebtedness or other obligations secured hereby in lieu of being applied to any of the purposes for which the escrow/impound account is established. Lender will make such reports of escrows/impounds as are required by law.

(8) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property; or (b) in connection with any condemnation for public use of or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the indebtedness secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(9) **Disposition of the Proceeds of any Insurance Policies, Condemnation or Other Recovery.** Any amount received or receivable by Lender pursuant to this Security Instrument and any amount received or receivable by Borrower (a) as proceeds of any required insurance policy or voluntary insurance policy relating to such property, regardless of whether the required insurance policy or voluntary insurance policy is established before, on or after the date of this Security Instrument, (b) in connection with any full, partial or temporary condemnation for public use of or injury to such property, (c) for injury or damage to such property or in connection with the transaction financed by the indebtedness secured hereby, without reducing the indebtedness secured hereby, shall be received and controlled solely by Lender, and shall be used to repair, replace, restore, or reconstruct such property to a condition satisfactory to Lender or, at the sole option of Lender, may be released in whole or in part to Borrower, or any such amount may be

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Instrument, or fail to perform any agreement of Borrower contained in any papers executed by Borrower relating to the indebtedness secured hereby, or, if the indebtedness secured hereby or any part thereof is for the purpose of constructing improvements on such property, fail to perform each provision or agreement of Borrower contained in any construction loan agreement or other agreement between Borrower and Lender relating to such property, or fail to perform all agreements of Borrower to pay fees and charges to Lender, or do any act Borrower agreed not to do under this Security Instrument, Borrower shall be in default under this Security Instrument. Lender, but without obligation so to do and without notice or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, correct or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power, pay necessary expenses, including but not limited to reasonable attorneys' fees. Borrower agrees to repay any amount so expended on demand of Lender.

(14) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced, paid or incurred by Lender under any clause or provision of this Security Instrument. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced, paid or incurred at the same interest rate, as may be adjusted from time to time, as such indebtedness and such sum and interest thereon shall be secured by this Security Instrument.

(15) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(16) **Obligations of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(17) **Acceleration Clause; Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured by this Security Instrument, irrespective of the maturity date specified in the Note or any note or agreement evidencing the same, due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof; (b) Borrower permits his title or any interest in such property to be divested, whether voluntarily or involuntarily, or leases such property (or any part of such property) for a term of more than 3 years; (c) Borrower changes or permits to be changed the character or use of such property; (d) Borrower drills or extracts or enters into a lease for the drilling for or extracting of oil, gas or other hydrocarbon substances or any mineral of any kind or character in such property; (e) Borrower is a partnership and the interest of a general partner is assigned or transferred; (f) Borrower is a corporation and more than 25% of the corporate stock of that corporation is sold, transferred or assigned during a 12-month period; (g) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of the trust assets; (h) Borrower is a limited liability company and more than 25% of the limited liability company interests is sold, transferred or assigned during a 12-month period; or (i) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the Note or notes or agreements which this Security Instrument secures; and Lender may then or thereafter exercise any of the remedies provided by this Security Instrument following a default hereunder.

(18) **No Waiver by Lender.** No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any indebtedness secured hereby after its due date, or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or

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perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(19) Acceleration Remedies. Except as provided in paragraph (17) hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph (34) hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, from all or any part of the property. If the breach is not cured on or before the date specified in



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(23) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Security Instrument the court in which such complaint is filed shall appoint a receiver of such property or shall appoint Lender as mortgagee in possession. Such appointment may be made either before or after notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of such property whether the same shall be then occupied as a homestead or not. Such receiver or mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of such property during the whole said period. The court from time to time may authorize the receiver or mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Security Instrument, provided such application is made prior to foreclosure sale. In case of a judicial sale, such property, or so much thereof as may then be affected by this Security Instrument, may be sold in one parcel.

(24) **Power of Lender.** Without affecting the liability of any person, including Borrower, for the payment of any indebtedness secured hereby, or the lien of this Security Instrument upon any remainder of such property for the full amount of any indebtedness then or hereafter secured hereby, or the rights or powers of Lender with respect to the remainder of such property (other than any person or property specifically released by Lender), Lender from time to time, without liability therefor, and without notice to Borrower, may do any one or more of the following: (a) release any additional security for the indebtedness secured hereby; (b) extend the time or otherwise alter the terms of payment of such indebtedness; (c) accept additional security; (d) substitute or release any property securing such indebtedness; (e) consent to the making of any map, plat or subdivision thereof; (f) join in granting any easement thereon; or (g) join in any extension agreement subordinating or otherwise affecting the lien or charge thereof.

(25) **Offsets.** No indebtedness secured by this Security Instrument shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender and in respect to the indebtedness now or hereafter secured hereby. Borrower waives to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits or any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(26) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes, immediately due and payable and Lender may then or thereafter exercise any of the remedies provided by this Security Instrument following a default hereunder.

(27) **Security Agreement.** This Security Instrument shall also constitute and serve as a "Security Agreement" and a fixture filing within the meaning of and shall create a security interest under the Uniform Commercial Code of the

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responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating such property for hazardous waste and hazardous substances. Borrower hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Borrower may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Instrument or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Borrower's ownership or interest in such property, whether or not the same was or should have been known to Borrower. The provisions of this section of the Security Instrument, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Instrument and shall not be affected by Lender's acquisition of any interest in such property, whether by foreclosure or otherwise.

(29) **Further Assurances.** At any time, and from time to time, upon request of Lender, Borrower will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such time and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Borrower under the Note or this Security Instrument, and (b) the liens and security interests created by this Security Instrument on such property, whether now owned or hereafter acquired by Borrower. Unless prohibited by law or agreed to the contrary by Lender in writing, Borrower shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

(30) **Documentation Correction.** Borrower agrees to cooperate fully with Lender with respect to the correction of any errors contained in the Note, this Security Instrument or any of the documentation relating to the indebtedness secured hereby (altogether the "Documentation") including, without limitation, the execution of any documentation that Lender may request (a) to correct such errors or (b) to create documentation in substitution for Documentation that is affected by such errors. Borrower also agrees to execute substitute documentation in the event that any of the original or previously substituted Documentation shall have been lost or destroyed at any time. If the Borrower fails to execute any such documentation or to take any other action reasonably requested by Lender under this paragraph within fifteen days of such request, Lender may institute an action or proceeding against Borrower to enforce the provisions of this paragraph. In that event, Lender shall be entitled to recover from Borrower its reasonable costs and expenses of such action or proceeding including, without limitation, court costs and attorneys fees.

(31) **Waiver of Statute of Limitations.** Time is of the essence as to all Borrower's obligations hereunder; and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any indebtedness, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Security Instrument or any rights or remedies hereunder.

(32) **Inspection; Business Records.** Lender at any time during the continuation of this Security Instrument may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing, such further additional information as required by lender relating to any such financial statements.

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(33) **Governing Law, Severability.** The loan secured by this Security Instrument is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder.

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(39) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.

(40) **Adjustable Rate Mortgage Provisions.** The Note which this Security Instrument secures contains provisions which permit: (a) increases and decreases to the rate of interest provided in the Note on a monthly basis; (b) increases and decreases to the monthly payment of principal and interest on a yearly basis; (c) a limitation on increases and decreases to said monthly payment amount; and (d) increases in the outstanding principal amount due on the loan. Reference is made to said Note for a complete description of the adjustable rate terms of the indebtedness secured by this Security Instrument.

(41) **Future Advances.** Upon request of Borrower, Lender at Lender's option prior to release of this Security Instrument, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this Security Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Security Instrument, not including sums advanced in accordance herewith to protect the security of this Security Instrument, exceed the original amount of the Note plus \$NONE.

## NOTICE

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interest. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

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ARM SECURITY INSTRUMENT

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Loan No. 019118884

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IN WITNESS WHEREOF, BORROWER has executed this Security Instrument.

NOTICE: THE NAMES OF ALL PERSONS SIGNING SHOULD BE TYPEWRITTEN OR PRINTED BELOW THE SIGNATURE LINE.

Signature of Borrower:

  
DAVID J. BRIGGS

Borrower

  
SANDRA J. BRIGGS

Borrower

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(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS  
COUNTY OF *Cook*

} ss.

I, *Mary Patrice Collins*, a notary public in and for said county and state, do hereby certify that

*James S. Bezz* personally known to me to be the same person(s) whose name(s) *are* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed and delivered the same instrument as *their* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *17* day of *July* 1997

My commission expires:



*Mary Patrice Collins*  
Notary Public

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DEPT-01 RECORDING  
140009 TRAN 2012 04/13/98 10:54:00  
47589 RC \*-98-285841  
COOK COUNTY RECORDER

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