UNOFFICIAL COPY: 14:23:15

AFTER RECORDING MAIL TO

LaSalle Home Mortgage Corporation 1350 E. Touhy Ave. Suite 160W Des Plaines, IL 60018 COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

AP# HELD,5851521 LN# 5851521

-{Space Above This Line For Recording Data} --

MORTGAGE

THIS MORTGAGE (Security Instrument') is given on April 30, 1998. The mortgagor is David J. Held and Susan C. Held, Husband and Wife

('Borrower') This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America , which is organized and existing under the laws of The United States of America , and whose address is 4242 N. Harlem Ave., Norridge, It 50534 ("Lender") Borrower owes Lender the principal surpor Three Hundred Ninety Six Thousand Dollars and no/100 (US \$396,000.00) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2028 This Security Instrument secures to Lender: (a) the 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, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Forrower's coverants and agreements under this Security Instrument and the Note For this purpose Borrower don's hereby mortgage, grant and convey to Lender the following described property located in Cook

THE SOUTH 52 FEET OF LOT 12 IN BLOCK 20 IN FIELD PARK SUBDIVISION OF THE WEST 5/8 OF THAT PART OF THE WEST HALF OF SECTION 5. TOWNSHIP 38 NORTH PANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD AND THAT PART OF THE EAST 1638.7 FEET OF THE NORTH 1886.2 FEET OF THE SOUTHWEST QUARTER OF SECTION 32. TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

County Illinois

18-05-127-023-0000 ,

which has the address of

4217 Howard Ave. [STREET]

Western Springs

Illinois • 60558

("Property Address").

[ZIP CODE]
ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

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TOGETHER WITH all the Improvements now or hereafter erected on the property, and all essements, 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."

SCRROWER COVENANTS that Borrower is lewfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unercumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFOXAL COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Years and treurence. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lenzer on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds') for: (c) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rants on the Property, if any; (c) yearly hazard or property hazard payments (d) yearly flood insurance premiums, if any; (e) yearly morgage insurance premiums, if any; (e) yearly morgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds is an amount not to exceed the maximum amount a lender for a federar, intered mortgage loan may require for Borrower's escrow account under the federal Real Estate Settion of Procedures Act of 1974 as amended from time to time, 12 U.S.C. 3 2001 or seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If 80, Lender may, at any time, collect and hold Funds in an amount not to exceed the tesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accompance with applicable law.

The Funds shall be held in an institution whose denosits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such as institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or varifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law points Lander 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 four, unless applicable taw provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, unless shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, with a 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 Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, colder shall account to Borrower for the excess Funds in accordance with the requirements of applicable (a.v.) If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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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.

- 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.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground riots, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in their manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in good faith the tien by, or defends against enforcement of the lien in, legal proceedings which in the funder'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 and 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 set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Do no wer shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 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 shell include a standard mortgage clause. Lender shall have the right to hold the policies or divenewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is recknomically 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 secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower about don's the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has order to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair of 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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- 6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Lescandre. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within abdy 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 Lander otherwise agrees in writing, which consert shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any furbiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in fortisture of the Property or otherwise materially impair the lien created by this Security Instrument or Lander's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material importment of the lien created by this Security Instrument or Lander's necurity interest. Borrower shall also be included the four evidenced by the Note, including, but not finited to, representations concerning. Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall combine the file to the Property, the leasehold and the fee this right not merge unless Lander agrees to the merger in writing.
- 7. Protection of Lengarie Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect tender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfature or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lunder's rights in the Property. Lender's actions may include paying any sums secured by a lien which has privaty 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 under so.

Any amounts disbursed by Lender under this parroughout 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Martinge insurance. If Lender required mortgage insurance as a condition of making the foan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or cesses 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 substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Somewer shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previous being paid by Borrower when the insurance coverage lapsed or cessed to be in effect. Lender with accept, use and retain these payments as a loss reserve in liquid mortgage insurance. Loss reserve payments may no longer be required, as the option of Lender, if mortgage insurance coverage (in the amount and for the periods that tender requires) provided by an insurer approved by tender again becomes available and it obtained. Burrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 fieu 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 taw otherwise provides, the proceeds shall be applied to the sums secured living Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is 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 (a this monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercicing 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 Listriffy: Ro-signers. The coverants and agreements of this Security Instrument shall bind and benefit the sulces loss and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants 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 Romower's interest in the Property under the terms of this Security Instrument; (b) is not personally o reguled to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extand, 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 town 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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- 14. Notices. Any notice to Borrower provided for in this Security Instrument shell be given by delivering it or by making it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security 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 the provisions of this Security Instrument and the Note are declared to be severable.
- 16. 4s Tower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Traces of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is said or transferred and Borrower is not a rational person) without Lander's prior written consent, Lender may, at its option, require immediate payment in its or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if (Auercise is prohibited by federal few as of the date of this Security Instrument.

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

- 18. Morrower's Hight to Heimstele. If 3/rower meets certain conditions, Borrower shall have the right to have enforcement of this Security Incomment discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may, specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 5 ecurity Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Bo rower, (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses included in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lander 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 accurred hereby shall temain fully effective as if no acceleration had occurred. However, this right to reinzing a shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Norrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects morthly promints due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower wis the given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 29. Hazardoue Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything effecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

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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 ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environment", Univ means tederal laws and laws of the jurisdiction where the Property is located that relate to health, solety or environmental protection.

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

- 21. Acceleration: Acceleration: Acceleration following Borrower's breach of any covenant 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 data, not less than 30 days from the date the notice is given to Sorrower, by which the default must be cured; and (d) that failure to cure the default on or before the units appetited 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 light to rainetate after acceleration and the right to assert in the foreclosure proceeding the non-air sance of a default or any other defence of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate parament in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect at any enses incurred in pursuing the remediate 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. Waives of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of 29th such rider shall be incorporated into and shall amend and supplement the covenants and agreement its of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable pox(es)]

Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
☐ Graduated Payment Rider	Planned Unit Development Rider	
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) (specify)	HDA Rider	

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through 6 of this Security Instrument	iccepts and agrees to the terms and coveri and in any rider(s) executed by βorrower and	ins contained in pages 1 Frecorded with it.
Witnesses.	a the still	
	<u> </u>	(SEAL)
	David J. Held 11	-BORROWER
	June Clay bellevit	Jeby Agista tioner
	Susan C. Held	BORROWER
•		
		(SEAL) -BORROMER
6		-BUNNUMEN
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[Space I	Selow The Line For Acknowledgment]	
STATE OF ILLINOIS	, cock	County se:
the undersigned	a Notary Public or an difor said county and st	ata da kumbu sadik dua
David J. Held and Susan C. H	le id die dans de cours de la course de la	TO GO INDICATE CANTAL THE
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	* by Divid 9. Held her cities same purson(s) whose name(s) are subs	jugae
ansatument, appeared before the this	same purson(s) whose name(s) are subsidely in person, and acknowled ged that he in the and voluntary act, in the us	they signed and
	seed, this 30th day of April, 1995.	
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My commission expires: 1-15 280	Delon BOOme	Sin -
	Notary Public	10
		0
This instrumera was prepared by: Jan		
Address: 135	South LaSalle, #147	
\$ CFRCIAL SEAL"	cago, IL 60603	
DEBORAH A ANSELMO		
Notary Hublic, State of fillinois (y 0 m mission Expires 1,15,2001)		
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