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Cook County Recorder

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PREPAREN BY:

WIHEN RECORDED MAIL TO:

MSN 9V-79 / DOCUMENT CONTROL DEPT. P.O. SOX 10268 VAN NUYS, CALIFORNIA 91410-0266

LOAN #:

615099412

ESCROW/CLOSING #:

SPACE ABOVE FOR RECORDERS OUNTY

1 RECORDER **EUGENE "GENE" MOORE ROLLING MEADOWS**

MORTGAGE

THIS MORTGAGE ("Socurity Instrum on") is given on

MAY 21, 1999

. The moregager is

RICHARD G. NICKOL AND DONNA M. NICKOL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

MODELRST BANK

which is organized and existing under the laws of THE STATE OF OKLAHOMA PO BOX 26648, OKLAHOMA CITY, OKLAHOMA 73126

, and whose address is

("Lender"). Hornwer owes Lender the principal sum of SIXTY THOUSAND AND NO/100

Dollars (U.S. \$ 60,000.00). This debt is evidenced by Borrover'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 JUNE 1, 2014 . This Security Instrument secures to London: (a) the legayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the regment of all other nums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the proformance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does a netry mortgage, grant and convey to Lender the following described property located in County, Illin wir.

LOT 1195 IN WOODLAND HEIGHTS UNIT 3, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 JORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERS IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 14, 1960 AS DOCUMENT NO. 1931799, IN COOK COUNTY, ILLINOIS.

ILLINOIS - Single Family - Fannie Mas/Freddie Mac UNIFORM (NSTRUMENT -6H(IL) (0002).01

VMP MORTOAGE FORMS - (800)581-7881

Form 3014 9/80

06-23-209-007

Parcel ID#:

which has the address of

413 AUDUBON ROAD, STREAMWOOD,

[Street, City]

Himala

60103

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter orected on the property, and all easements, appurtenances, and fixtures now or hereafter a par of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred an a this Security Instrument as the "Property."

BORROWER COVENANTS and Bostower is lowfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the Property is unchoumbered, 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 covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security justiument covering real property.

UNIFORM COVENANTS. Borrower and Laide" covenant and agree as follows:

I. Payment of Principal and Interest; Pre, sayment and Late Charges. Borrower shall promptly pay we principal of and interest on the dabt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due the

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the idea, until the Note is paid in full, a sum ("Punds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (h) yearly leasehold payments or ground reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to be seed the maximum amount a lender for a federally related mortgage form may require for Borrower's escrow account under the Televal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), un'est another law that applies to the Funds sets a lesser amount. If we, Lender may, at my time, collect and hold Funds in an around 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 Excrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal aparty, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender sit is ply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the esertow account, or verifying the Exercise Items, unless Lender pays Burrower interest on the Funds and applicable law pennits conder to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate has reporting acryice used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the structure and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Burrow or without charge, an amust accounting of the Funds, showing credits and debits to the Funds and the purpose for which each defail to the Funds was

made. The Punds 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, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Ivems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lemier the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londor's sole discretion.

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

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Property, shall apply any Funds field by Lander at the time of acquisition or sale as a circula 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 impusitions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground cents, if any. Buttower 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 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 lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Arader may give Horrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions act forth, Loove within 10 days of the giving of notice,

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by Gr., 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 Horrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and teacy ale. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by don ower.

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 ex no nically feasible and Lender's security is not lessened. If the restoration or repair is not communically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not inc. due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Legalicy that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sturis secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Burrower otherwise agree in writing, any approach 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 may insurance policies and proceeds resulting from damago to the Property prior to the acquisition shall pass to Leader to the extent of the source occurred by this Security Instrument immediately

prior to the acquisition.

Occupancy, Preservation. Maintenance and Protection of the Property; Bor ower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal results a 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 dute of occupancy, unless Lender otherwise agrees in writing, which consent shall not or unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not deal by, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any furfaiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in fertiliture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. But usees 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 furfeiture of the Horrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or insecurate information or statements to Lender (or failed to prove Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Leader's Rights in the Property. If Bottower 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 as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may/include

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paying any some secured by a tien which has priority of cite's 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 disbursed by Lender under this puragraph 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 bear 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. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan accured 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 ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth 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 period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required as maintain mortgage insurance in effect, or no provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Bosrower notice at the time of a prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The ownereds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess part 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 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, divided by the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking anless Borrower and Lender otherwise agree in writing or unless applicable has otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

11. Horrower Not Released; Forbearance By Lender Not 2 Waiver. Extension of the time for payment or modification of amortization of the sums accured 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 that in the required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise andily amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Parrower'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 envenants 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 morrgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. Lossi Charges. If the loss section by his Security institution is subject to a new which sets maximum loss charges, and that law is finally interpreted to that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss 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.

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 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 are declared to be given effect without in conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be governable.

16. Horrower's Capy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Foresty or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a borrower is interest in Borrower is sold or transferred and Borrower is not a natural person) without Lendor's prior written consent, Lendor many, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option s'all not be exercised by Lendor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londer exercises this option, Lender risk 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 onto to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice or deriand on Borrower.

18. Borrower's Right to Reinstate. If Borrower thems certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (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 in and in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by 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 accoleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (ingether with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may read it is a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will are contain any other information required by applicable law.

20. Hazardous Substances. Burrower shall not cause or permit the presence, use, disposal, storage, or belease of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written unice of any investigation, claim, demand, lawstitt or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

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of which Borrower has actual knowledge. It borrower learns, or is monified 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 tunic or bazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volable solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environments! Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any 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 date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cared; 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 Van. sment, 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 exense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the acake, ander, at its option, may require immediate payment in full of all sums secured by this Security Instrument without figher demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all exprairs incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' feet and costs of title evidence.
- 22. Release. Upon payment of all sums second by this Security Instrument, Lender shall release this Security Instrument to Borrower, Borrower shall pay any recordation class. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or there riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each suc', no a shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)] Adjustable Rate Rider(s) Graduated Payment Rider Balloon Rider VA Rider	Conductinium Rider Planned Unit Development P.ider Rate Improvement Rider Other(s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Hume Rider
		-/-/

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Trower accepts and agrees to the terms and covenants contained in this Security In-

my rider(s) executed by Borrower and recorded with	pir
Vancesct	1
	Killaux & Julkot (801)
• • • • • • • • • • • • • • • • • • •	RICHARD G. NICKOL
	Donn M. Nuckal (See)
	Count // Clescar (Seal)
	DONNA M. NICKOL -Boxrower
· ·	
	(Scal)
	-Barriwer
700	(Seal)
	-Barruwer
9	DUPAGE County as:
STATE OF ILLINOIS,	County as:
The andersequest	, a Notary Public in and for said county and state do hereby certify that U.J. M., WICKOL 143 WIFE
,	The second section with the contract of the second section of the secti
RICAMO G. NICKÓL AND DON	U,U, M., DICKE 1275 WITH
	personally known to me to be the same person(s) whose name(s)
support and delivered the said instrument as	cfore me this day in person, and acknowledged that free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official scal, this	2/15 410 MAY - 1900.
•	
My Commission Expires:	The same
OFFICIAL SEA	Notary Publi
MARY T SIMMO	L &
NUIANT PURIC OTATE OF	IVS \$
MY COMMISSION EXPIRES:03	3/13/03
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