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1999-02-16 11:29:12
Cook County Recorder 37.50

PREPARED BY & RETURNED:

FT MORTGAGE
8001 N. STEMMONS Fwy.
DALLAS, TX. 75247



(Space Above This Line For Recording Data)

LTC98-18113

MONEY LOANED
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 18
1999. The mortgagor is JOHN B. MURPHY AND JOANIE T. MURPHY

G
e

(Borrower"). This Security Instrument is given to
FT MORTGAGE COMPANIES, D/B/A MNC MORTGAGE , which is organized and
existing under the laws of KANSAS and whose address is
8001 NORTH STEMMONS FREEWAY, DALLAS, TEXAS 75247 ("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED TWENTY FOUR THOUSAND AND NO/100 Dollars
(U.S. \$ 224,000.00). 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 FEBRUARY 1, 2014. 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 Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and
convey to Lender the following described property located in COOK
County, Illinois:

FOR LEGAL DESCRIPTION, SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

PIN: 13-03-327-011 & 13-03-327-012

Lawyers Title Insurance Corporation

which has the address of 5623 N KENNETH

, CHICAGO

[Street]

[City]

Illinois 60646

("Property Address");

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed
and has the right to mortgage, grant and convey the Property and that Property is

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principal due; and last, to any late charges due under the Note.
the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to
by Lender under paragraph 1 and 2 shall be applied first, to any prepayment charges due under
3. Application of Payments. Unless applicable law provides otherwise, all payments received

by Lender at the time of acquisition or sale as a credit against the sums secured by the Security
by Lender, prior to the acquisition or sale of the Property, shall apply any Funds held
the Property, Lender, prior to the acquisition or sale of the Property, shall acquire or sell
refused to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell
upon payment in full of all sums secured by this Security instrument, Lender shall promptly
deficiency in no more than twelve months, at Lender's sole discretion.

Lender shall account to Borrower for the excess Funds in accordance with the requirements of
Lender shall pay to Borrower the amounts permitted to be held by Lender under applicable law,
If the Funds held by Lender exceed the amounts permitted to be held by Lender under applicable law,
Funds are pledged as additional security for all sums secured by this Security instrument.

Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing
Credits and debts to the Funds and the purpose for which each debt to the Funds was made. The
Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the
Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the
interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the
unless applicable law provides otherwise. Unless an agreement is made or applicable law requires
for an independent real estate tax reporting service used by Lender in connection with this loan,
Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge
the Escrow items, unless Lender pays Borrower interest on the escrow account, or verifying
Borrower for holding and applying the Funds, annually analyzing the escrow items. Lender may not charge
Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender in any Federal Home
instrumentality, or entity (including Lender, if Lender is such an institution) or in any federal agency,
The Funds shall be held in an institution whose deposits are insured by a federal agency.

applicable law.
reasonable estimates of expenditures of future Escrow items or otherwise in accordance with
lesser amount. Lender may estimate the amount of Funds due on the basis of current data and
amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the
Section 2601 et seq. ("RESPA"), unless another law that applies to the time, 12 U.S.C.
Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C.
federally related mortgage loans may require for Borrower's escrow account under the federal
any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a
payment of mortgage insurance premiums. These items are called "Escrow items". Lender may, at
payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the
flood insurance premiums, if any); (c) yearly hazard or property insurance premiums; (d) yearly
ground rents on the Property, if any); (e) yearly mortgage insurance premiums, if any; and (f) any sums
priority over this Security instrument as a lien on the Property; (a) yearly taxes and assessments which may attain
the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain
Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by
any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform
covenants with limited variations by jurisdiction to constitute a uniform security instrument
covering real property.
the title to the Property against all claims and demands, subject to any encumbrances of record.
nonecumbranced, except for encumbrances of record. Borrower warrants and will defend generally
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform
covenants with limited variations by jurisdiction to constitute a uniform security instrument
covering real property.

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SCHEDULE A

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LEGAL DESCRIPTION:

LOTS 11 AND 12 IN BLOCK 2 OF LANE FOREST PRESERVE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 10 ACRES OF LOT 3 OF D.L. ROBERTS SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

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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 rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to 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 Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard & Property Insurance. Borrower 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 for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. 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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result

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 the Property immediately before the taking is less than the amount of the fair market value of Borrower. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the security instrument or other taking of the Property, the proceeds shall be applied to the sums secured.

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

the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of

the Property. Lender 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 to maintain

mortgage insurance in effect until a sum equal to one-twelfth of the year's premium being paid by Borrower when

retain these payments as a loss reserve in lieu of mortgage insurance losses reserved payments

the insurance coverage lapses or ceases to be in effect Lender will accept use and

equal to one-twelfth of the year's premium being paid by Borrower when

mortgage insurance is not available, Borrower shall pay to Lender each month a sum

equivalent to the cost of mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantial

a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in

effect, obtain coverage substantially equivalent to the mortgage insurance previously in

effect, Lender lapses or ceases to be in effect, for any reason, the mortgage insurance coverage required to

the mortgage insurance in effect if, for any reason, the mortgage insurance coverage required to

loan secured by this Security instrument, Borrower shall pay the premiums required to maintain

any amounts disbursed over Lender under this paragraph 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 Note rate and shall not have to do so.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the

covenants and agreements contained in this Security instrument, or there is a legal proceeding

that may significantly affect Lender's rights in the Property (such as a proceeding in

bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations in

which 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 paying any sums secured by a lien

which has priority over the Property. Lender's actions may include paying any sums secured by a lien

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.

8. Mortgage Insurance. If Lender requires insured mortgage insurance as a condition of making the

loan secured by this Security instrument, Borrower shall pay the premiums required to

make the mortgage insurance available, unless Lender agrees to the merger in writing.

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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.

13. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then 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 owed under the Note, the Note will be treated as a partial prepayment without any prepayment charge under the principal reduction provision of the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants of and agreements of this Security instrument shall bind and benefit the successors and assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; and (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that not personally obligated to pay the sums secured by this Security instrument; and (d) is not personally obligated to pay the sums secured by this Security instrument; and (e) makes any Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without that

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's successors in interest. Lender shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or made by the original Borrower's successors in interest. Any forbearance by Lender in modifying amortization of the sums secured by this Security Instrument or any demand proceedings against Lender in interest or refuse to extend time for payment or otherwise proceed against Lender in interest Lender shall not be required to commence proceedings against Lender in interest for payment of any sum secured by this Security Instrument or any other instrument or document executed by Lender in connection therewith.

Secured by this security instrument, whether or not due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition exists and whether or not the sums are then due,

by this Security Instrument shall be reduced by the amount of the proceeds multipled by the following fractions: (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 paid to Borrower and Lender otherwise agree in writing or unless immediately before the taking, unless Borrower and Lender otherwise provide, the sums secured of the Property immediately before the taking is less than the amount of the sums secured by this instrument which are not applied to the sums secured by this applicable law otherwise provides, the proceeds shall be applied to the sums secured by this instrument.

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

17. Transfer of the Property 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 beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier (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 incurred 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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 Borrower. A sale may result in 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 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.

20. Hazardous 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 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 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.

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As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental 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 the Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of 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 payment 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 all expenses incurred in pursuing the remedies provided in this paragraph 21, including but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead 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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

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(Space Below This Line For Acknowledgment)

Notary Public

WITNESS my hand and Notary Public, State of Illinois
My Commission Expires: May 13, 1999



I, JEAN R. DEPKON, purposes therein contained,
to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that THEY
executed the same for the

I hereby certify, that on this 18TH day of JANUARY 1999
before me, the subscriber, a Notary Public, a State of Illinois, personally appeared, known
JOHN B. MURPHY AND JOANIE T. MURPHY
to me, the subscriber, a Notary Public, a State of Illinois, personally appeared, known
JOHN B. MURPHY AND JOANIE T. MURPHY
purposes therein contained,
to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that THEY
executed the same for the

STATE OF

COUNTY OF

BORROWER

(Seal)

BORROWER

(Seal)

BORROWER

(Seal)

BORROWER

(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in
this Security instrument and in any rider(s) executed by Borrower and recorded with it.