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Cook County Recorder

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**OPEN-END
MORTGAGE, ASSIGNMENT OF
RENTS AND SECURITY
AGREEMENT**

469264 10/11
Tucker



This Instrument prepared by and mail to:

Charter One Bank, F.S.B.
1215 Superior Avenue
Cleveland, Ohio 44114
ATTN: Darlene Tucker

(The Above Space for Recorders Use Only)

For the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

533 North Claremont
Chicago, Illinois 60622

P.I.N.: 17-07-118-011

Legal Description:

Lot 25 in Block 24 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

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OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

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This Open-End Mortgage, Assignment of Rents and Security Agreement ("Mortgage") is made effective as of this _____ day of 2001, between the Grantor, **531-533 NORTH CLAREMONT, L.L.C.**, an Illinois limited liability company whose mailing address is 45 Casco Street, Ste 100, Portland, Maine 04101 hereinafter referred to as the "Borrower") and the Grantee, **CHARTER ONE BANK, F.S.B.**, a savings bank duly organized and existing under the laws of the United States of America, whose address is 1215 Superior Avenue, Cleveland, Ohio 44114 (hereinafter, together with its successors and assigns, referred to as the "Lender"). For and in consideration of the loan amount (the "Loan Amount") of Four Hundred Ninety Six Thousand Dollars (\$496,000.00) paid to the Borrower by the Lender, the receipt of which is hereby acknowledged, the Borrower does hereby give, grant, bargain, sell, convey, assign and confirm unto the Lender forever, the real estate (the "Land") more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements") and all appurtenances thereto (hereinafter collectively referred to as the "Premises").

TO HAVE AND TO HOLD the above granted and bargained Premises, together with all the rents, issues and profits thereof which shall hereafter arise or accrue therefrom unto the Lender, forever.

And the Borrower does for itself and its successors and assigns covenant with the Lender that, the Borrower is well seized of the Premises as a good and indefeasible estate in fee simple and has good right to bargain, sell and assign the same in manner and form as above written; that the Premises are FREE AND CLEAR FROM ALL LIENS, CLOUDS AND ENCUMBRANCES whatsoever, except real estate taxes and assessments not yet due and payable, and any easements and restrictions or other matters shown or listed in a schedule of exceptions to coverage in the title insurance policy insuring Grantee's interest in the Property (all of the foregoing collectively, the "Permitted Exceptions"), and that it will WARRANT AND DEFEND the Premises, and all Improvements as aforesaid, unto the Lender, forever, against all claims and demands whatsoever, except the Permitted Exceptions.

THE CONDITIONS of this Mortgage are such that:

WHEREAS, the Borrower has executed and delivered to the Lender its Cognovit Promissory Note of even date herewith (the "Note") for the Loan Amount bearing interest on the disbursed outstanding principal balance thereof at the rate or rates which may vary from time to time as specified in the Note, with principal and interest payable in the manner specified in the Note; and

WHEREAS, it is intended that this Mortgage secure unpaid balances of loan advances or future advances made by the holder of this Mortgage at the request of the Borrower or its successors in title after the Mortgage is delivered to the recorder for record to the extent that such unpaid balances or future advances in the aggregate and exclusive of interest accrued thereon, do not exceed three (3) times the Loan Amount at any time. Part or all of the Loan Amount is to be used for the construction of improvements upon the Premises, and disbursement of the Loan Amount shall be in accordance with the provisions of a certain residential construction loan agreement of even date with this Mortgage executed by and among the Borrower and the

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Lender (the "Residential Construction Loan Agreement," such Residential Construction Loan Agreement being incorporated herein by reference; and

WHEREAS, this Mortgage secures any renewal, substitution or extension of the Note, including any amendment, supplement, modification, and/or all replacements and substitutions therefor, and any other indebtedness, note, account, debt, or obligation whatsoever of the Borrower which the Lender may hold or acquire during the terms of this Mortgage, including specifically all future advances necessary to protect the Premises pursuant to 735 ILCS 5/15-1302(b) and any such other indebtedness, note, account, debt, obligation or future advance shall, from the time this Mortgage is filed for record, be secured by this Mortgage equally with and have the same priority over the rights of all persons who subsequent to the recording of this Mortgage acquire any rights in or liens upon said Premises; and

WHEREAS, the Borrower for itself, its successors and assigns, does hereby covenant, agree and stipulate to and with the Lender, as follows:

1. The Borrower hereby grants to the Lender a continuing security interest in the Premises to secure the Borrower's payment of the indebtedness described in the Note and this Mortgage (the "Indebtedness").

2. The Borrower shall keep the Premises free and clear of all other encumbrances, clouds and liens of whatsoever nature, except the Permitted Exceptions.

3. The Borrower shall protect and defend the title and possession of the Premises to the end that this Mortgage shall be and remain a first and prior lien on the Premises until the Indebtedness shall be fully paid.

4. The Borrower shall pay before they become delinquent, all taxes, assessments, rents, rates, impositions and other charges of whatsoever nature which are now or shall hereafter be levied or assessed or which may otherwise be or become a lien upon or against the Premises or any part thereof. In order to ensure such payment, the Borrower may be required at the option of the Lender to make monthly deposits in escrow with the Lender pursuant to paragraph 18 hereof.

5. Subject to the additional requirements set forth in the Residential Construction Loan Agreement, the Borrower shall keep the Premises and all Improvements now existing or hereafter erected on the Land continuously insured against loss, damage, risk or hazard in a Builder's Risk insurance policy, All Risk, Non-Reporting Form, based upon the greater of 100% of the completed value of the Improvements or the amount of the Loan. Upon completion of construction of the Improvements as determined by the Lender pursuant to the terms of the Residential Construction Loan Agreement, the Borrower shall obtain and maintain insurance on the Premises against loss or damage by fire and such other hazards, casualties and contingencies (including, without limitation, so-called all risk coverages) as the Lender may require, in an amount equal to the greater of the Loan Amount, or the replacement cost of the Premises, with a replacement cost endorsement and in such amounts so as to avoid the operation of any coinsurance clause, for such periods and otherwise as the Lender may require from time to time. The Borrower shall also carry and maintain comprehensive general public liability and indemnity insurance and worker's compensation insurance relating to the Premises, in amounts and in forms acceptable to the Lender. In addition, if required by the Lender, the Borrower shall carry and maintain insurance against loss or damage from flooding, in an amount equal to the lesser of the maximum amount of such insurance available or the greater of the Loan Amount,

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or the replacement cost of the Premises; and such flood insurance must be in a form acceptable to the Lender. All such insurance shall be carried in companies acceptable to the Lender and, upon request of the Lender, the policies, duplicate policies or certificates thereof and renewals thereof shall be deposited with and held by the Lender.

Each insurance policy required herein shall name the Lender as additional insured as its interests may appear and shall require thirty (30) days' written notice to the Lender prior to cancellation or substantial modification thereof, and shall contain a standard noncontributing Lender clause (in favor of and entitling the Lender to collect any and all proceeds payable under all such insurance), as well as a standard waiver of subrogation endorsement, all to be in form acceptable to the Lender. The Borrower shall promptly pay when due any premiums on such insurance.

6. The Lender is authorized and empowered, at its sole option, to adjust or compromise any loss under any insurance policies on the Premises, to collect and receive the proceeds from any such policy or policies and, after deducting from said insurance proceeds any expenses incurred by it in the collection or handling of said fund to apply the net proceeds, at its option, either as a credit on any portion of the Indebtedness, whether then matured or to mature in the future, or toward restoring Improvements. And it is further agreed that the Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy, regardless of the cause of such failure. The Lender is likewise hereby authorized and empowered, at its option, to collect and receive any and all awards in condemnation proceedings heretofore made or hereafter to be made to any owner of the Premises and after deducting from the proceeds of any such award, any expenses incurred by it in the collection or handling of said fund, to apply the net proceeds as a credit to any portion of the Indebtedness, whether then matured or subsequently to mature; and the Lender shall not be held responsible for any failure to collect any award or awards, regardless of the cause of such failure. Nothing herein shall in any way affect the lien of this Mortgage or the liability of the Borrower for payment of the entire balance of the Indebtedness.

7. The Borrower shall promptly and unceasingly comply with all laws, ordinances, regulations and requirements of any governmental body affecting the Premises and the use of the same. The Borrower agrees to indemnify, defend and hold the Lender harmless from and against the following:

(a) any liability, loss, cost, damage or expense (including, without limitation, attorneys' fees and expenses) arising from the imposition or recording of a lien, the incurrence of any cleanup and removal costs under any applicable federal, state or local laws, ordinances, or regulations relating to any hazardous materials including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Hazardous Substances Act, and the Underground Tank Act of 1984 (collectively, "Statute") with respect to the Premises, or to any other real or personal property owned by the Borrower, or liability to any third party in connection with any violation of a Statute or other action by the Borrower or any of its agents relating to or affecting the Premises; and

(b) any loss of value in the Premises as a result of such lien, such cleanup and removal costs, or such other liability incurred pursuant to subsection (a) of this paragraph 7; and

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(c) any liability, loss, cost, damage or expense arising from any failure or defect in title occasioned by any applicable Statute.

8. The Borrower shall: (a) abstain from the commission of waste upon the Premises and shall permit no waste thereon; (b) keep and maintain all the Improvements in sound condition and in good and substantial repair; and (c) do or permit no act whatsoever whereby the Premises shall become less valuable. The Borrower shall not remove, demolish or detrimentally alter any Improvement or other property on the Premises, without the prior written consent of the Lender.

9. The Lender, for the protection of its interest in the Premises, is hereby authorized and empowered to enter in and upon the Premises at any and all reasonable times for the purpose of inspecting the same and ascertaining the condition thereof and of the Improvements.

10. Until such time as the Indebtedness is paid in full, no portion of the Premises, nor any interest in the Borrower, shall be sold, assigned, transferred, pledged, leased, conveyed, mortgaged or in any way encumbered or disposed of without the prior written consent of the Lender in each such event whether effected directly, indirectly, voluntarily, involuntarily, by operation of law or otherwise. If any of the foregoing shall occur without the Lender's prior written consent, then the same shall conclusively be deemed to increase the risk to the Lender and immediately constitute an Event of Default hereunder. The Lender shall be under no obligation to consent to such transfer or conveyance.

If Borrower is a corporation/limited liability company/partnership, then until such time as the Indebtedness is paid in full, no shares of stock/member/partnership interest in Borrower may be sold, assigned, transferred, conveyed, pledged or encumbered in any way except by devise or inheritance, nor shall there be any issuance of any new shares of stock/member/partnership interest of any class in Borrower, nor any merger, consolidation or exchange of stock/member/partnership interest, whereby in any such event the present shareholders/members/partners of Borrower shall fail to own and control at least 51% of the voting stock/member/partnership interest in Borrower, or any successor, without the prior written consent of Lender in each such event.

11. If the Borrower defaults in the prompt discharge of any liens, clouds or encumbrances, or in defending the title to the Premises, or in the payment of any taxes, assessments, impositions, rents, rates or charges as aforesaid, or in the procuring and maintaining of insurance, as above provided, or in making of proper repairs to or in the proper maintenance and preservation of the Premises, the Lender may, at its election, without demand or notice, pay and discharge such liens, clouds or encumbrances, defend the title, pay such interest and penalties thereon, procure such insurance and pay the premiums therefor, make such repairs and maintain and preserve the Premises, and all expenditures therefor, including reasonable attorney's fees, shall forthwith become due and payable to the Lender with interest at the Default Rate as defined and stated in the Note (the "Default Rate"), until paid and shall, with the interest as aforesaid, be added to the amount of the Note and shall be a further lien on the Premises and shall be secured by this Mortgage all without prejudice to the right of the Lender to declare the entire principal balance and accrued interest thereon immediately due and payable by reason of the Borrower's default and breach of covenants herein contained. And the Lender shall be the sole judge of the validity of any tax, assessment, charge, rate, rent, lien, cloud or encumbrance asserted

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against the Premises and payment thereof by the Lender shall establish its right to recover the amount so paid with interest.

12. Any one or more of the following events shall constitute an event of default ("Event of Default") under this Mortgage:

- (a) a default in the payment of any installment or sum due upon the Note;
- (b) a default in the payment or substantial performance of any commercial loan or debt financing which impairs or threatens to impair the solvency of the Borrower or the security of the Premises;
- (c) an actual or threatened demolition or removal of any part of the Premises;
- (d) a default in the observance or performance of any of the terms, provisions, covenants, agreements or conditions contained herein, or in the Note, the Residential Construction Loan Agreement or any other related document executed in connection with, as security for, or related to the loan evidenced by the Note;
- (e) the commencement of any proceedings for the collection of any indebtedness secured by or for the foreclosure of any mortgage, judgment or lien affecting the Premises;
- (f) the commencement of any proceedings by or against the then owner of the Premises under any bankruptcy or insolvency law or any other law for the benefit of creditors or relief of debtors;
- (g) if title to or possession of the Premises passes to any receiver, trustee or assignee for the benefit of creditors;
- (h) any attempt by the Borrower to assign the rents or any part thereof from the Premises without the prior written consent of the Lender;
- (i) any action which impairs or threatens to impair the value of the Premises or the security of the Lender for the payment of the Indebtedness.

13. Notwithstanding any provision in the Note or in this Mortgage to the contrary, upon the occurrence of any Event of Default as defined in paragraph 12 hereof, the entire unpaid principal balance of the Note or other Indebtedness, together with the interest accrued thereon, and together with all other sums or amounts payable to the Lender shall, at the election of the Lender, become immediately due and payable, and shall bear interest at the Default Rate until paid, and this Mortgage shall become subject to foreclosure.

14. All the rents, issues and profits of the Premises are hereby specifically mortgaged, granted, pledged and assigned to the Lender as further security for the payment of the Indebtedness and the Lender is hereby empowered, immediately upon and during the continuance of any default, neglect, breach or event described herein, to enter upon and take complete possession of and exercise full management and control of and over the Premises and every part thereof and to rent the same on such terms as to the Lender may deem advisable and to collect and receive all the rents, issues and profits thereof, whether overdue, due or to become due, and to apply the same, after payment of its expenses in managing the Premises and in

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collecting and handling said funds on needful repairs, taxes, assessments, governmental liens and insurance premiums, and on account of any portion of the Indebtedness, all without first applying for a receiver, and the Lender shall be accountable only to the extent that such monies or income are actually collected and applied. Further, the Lender may give notice of default and of its actual exercise of the above granted powers and rights by letter addressed to the record owner of said Premises at such owner's address last known to the Lender. And it is further expressly understood and agreed that the exercise of the above consent, authority and power shall in no manner affect, impair or restrict the right of the Lender to foreclose this Mortgage in case of default and shall not in any manner whatsoever delay or retard such foreclosure if the said Lender elects to commence such foreclosure proceedings.

15. The Lender, immediately upon any proceedings being commenced in any court of competent jurisdiction for the foreclosure of this Mortgage, or of any other mortgage or lien asserted against the said Premises irrespective of the validity of any such other lien so asserted, shall be entitled as a matter of absolute right to the appointment of a receiver of the rents, issues and profits of the Premises. The Borrower does hereby consent to appointment of such receiver and without any regard to, or proof of, either depreciation of the value of the Premises or the insolvency of the Borrower and without any regard to the value of the Premises or the adequacy of said mortgaged security or any other security for the Indebtedness, and the receiver shall have the right to take possession, management and control of and over the Premises and every part thereof and to rent the same, in his name or in the name of the Borrower, and to collect and receive the rent issues and profits thereof and to apply the same, after the payment of all charges, and expense, including commissions, on account of the Indebtedness. And further, the Lender may make such advances as it deems necessary or desirable to any receiver or trustee of the Premises and this Mortgage shall secure the same.

16. In any suit which the Lender may, in its opinion, be obliged to defend in order to protect the unimpaired priority of the lien hereof, the Borrower agrees to pay a reasonable sum as attorneys' fees and all costs and expenses in connection with such suit, and also the reasonable cost of extending the title evidence, together with interest at the Default Rate, which sums shall be added to the amount of the Note and secured hereby.

17. The Lender shall have a lien by virtue of this Mortgage on the Premises to secure any and all other indebtedness, notes, accounts, debts, obligation, advances, monies, or liabilities now or hereafter owing by the Borrower to the Lender, and for all future advances necessary to protect the Premises and for all advances made at the option of the parties up to three (3) times the Loan Amount, the Lender shall be secured by the lien of this Mortgage and as provided in 735 ILCS 5/15-1302(b) shall have the priority over the rights of all persons who subsequent to the recording of this Mortgage acquire any rights in or liens upon the Premises.

18. All monthly installments of interest shall be paid by the Borrower each month in a single payment to be applied by the Lender to the payment of the following items in the order set forth:

- (i) the satisfaction of any late charge imposed under the Note;
- (ii) interest on the debt secured hereby;

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(iii) taxes and assessments on the Premises and premiums for the insurance required by paragraph 5 of,

(iv) the principal of the debt represented by the Note; and

(v) the Indebtedness not otherwise described above. 10872598

19. Borrower acknowledges and represents and warrants that the Premises does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Borrower waives any and all rights or redemption from sale under any order of foreclosure of this Mortgage, or other rights of redemption which may run to Borrower or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by law.

20. This Mortgage is granted in connection with a loan made other than for personal, family or household purposes.

21. The Borrower and the Lender agree: (a) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code as adopted in the state of the recording of this Mortgage (the "Code") with respect to any property included in the definition herein of the word "Premises" that is not deemed to form a part of the Land or that does not constitute a "fixture" (within the meaning of the Code), and all property listed on any financing statement filed with regard to the security agreement created hereunder, and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); (b) that a security interest in and to the Collateral is hereby granted to the Lender; and (c) that all of the Borrower's right, title, and interest therein are hereby assigned to the Lender; all to secure payment of the Indebtedness and to secure performance by the Borrower of the terms, covenants and provisions hereof. In addition to any other rights and remedies of the Lender hereunder, the Lender shall have all the rights of a secured party under 810 ILCS 5/9-101 et. seq. Furthermore, to the extent permitted by law, the Borrower hereby authorizes the Lender to sign and file financing statements at any time in respect of any of the Collateral, without such financing statements being executed by, or on behalf of the Borrower, but the Borrower will, however, at any time on request of the Lender, execute, or cause to be executed financing statements in respect of any Collateral.

22. The Borrower will execute, acknowledge and deliver from time to time upon request of the Lender, all further deeds, conveyances, security agreements, assignments of leases now existing or hereafter entered into and covering all or any portion of the Premises, transfers, and such other assurances as the Lender will reasonably require for the better assuring, conveying and mortgaging unto the Lender all of the property hereby mortgaged, or so intended to be, and all after acquired property located or placed on the Premises in order to fully carry out the purposes and intent of this Mortgage.

23. Any failure to exercise any right hereunder shall not constitute or be construed as a waiver of that right at any future time.

24. If any provision of this Mortgage is inconsistent with any applicable

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provision of the Illinois Mortgage Foreclosure Law 735 ILCS 5/15-101. et seq. (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of the Lender's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights; remedies, powers and authorities, Lender shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Lender any rights, remedies, powers or authorities upon default of the Borrower which are more limited than what would be vested in Lender under the Act in the absence of said provision, Lender shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including reasonable attorney's fees and costs) incurred by Lender to the extent reimbursable under 735 ILCS 5/15-1510 and 5/15-1512, or any other provision of the Act, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

NOW, THEREFORE, if the Borrower shall well and truly pay the aforesaid Note according to the tenor thereof, together with all interest, taxes, assessments, and all other sums, amounts or charges which may be payable to the Lender by reason of the Note or this Mortgage, and shall fully and punctually keep and perform the terms, covenants, agreements, provisions, and conditions herein to be kept and performed by the Borrower, then this Mortgage shall be void; otherwise it shall be and remain in full force and effect.

All grants, covenants, agreements, terms, provisions and conditions herein contained shall inure to the benefit of, apply and extend to, and bind the heirs, executors, administrators, successors and assigns of the Borrower and the successors and assigns of the Lender, and are intended and shall be held to be real covenants running with the land.

When such interpretation is appropriate, any word used herein, denoting gender shall include all persons, natural or artificial, and words used in the plural shall include and apply to the singular.

BORROWER HEREBY WAIVES AND RELEASES ANY AND ALL RIGHT TO TRIAL BY JURY WHICH IT MAY NOW OR IN THE FUTURE HAVE OR ASSERT IN ANY ACTION FOR FORECLOSURE ACTION TO RECOVER REAL PROPERTY, EJECTMENT, OR FORCEFUL ENTRY OR OTHER SUMMARY PROCEEDING BROUGHT BY LENDER AGAINST BORROWER, ITS SUCCESSORS AND ASSIGNS, IRRESPECTIVE OF WHETHER BORROWER MAY FILE AN ANSWER OR CROSS PETITION OR COUNTERCLAIM; AND BORROWER AGREES TO JOIN IN ANY REQUEST BY LENDER TO ADVANCE SUCH TRIAL TO THE EARLIEST POSSIBLE TRIAL DATE.

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IN WITNESS WHEREOF the Borrower has caused this Mortgage to be duly executed and delivered as of the date first above written.

Signed, acknowledged and delivered in the presence of:

BORROWER:

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531-533 NORTH CLAREMONT, L.L.C., an Illinois limited liability company

By: Karl S. Norberg
Karl S. Norberg, its Member

Print Name: _____

Print Name: _____

by J. D. Maloney in atty in fact

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

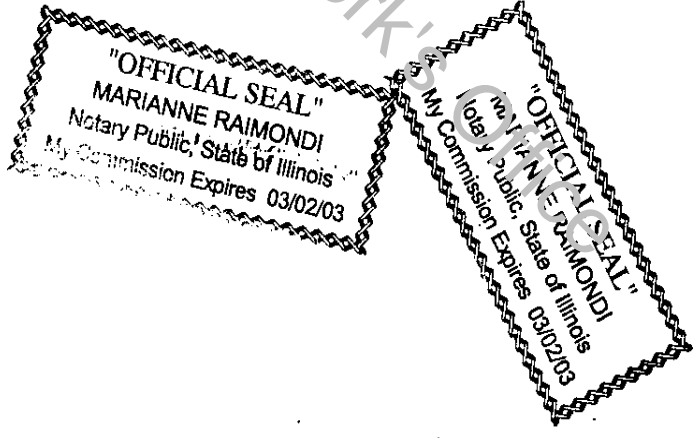
STATE OF Illinois)
COUNTY OF Cook) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above named 531-533 North Claremont, L.L.C., an Illinois limited liability company, by: Karl S. Norberg, its Member, who acknowledged that he did so read and sign the foregoing Mortgage, Assignment of Rents and Security Agreement for and on behalf of such company, and that the same is the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal, at _____, this _____ day of August, 2001.

Marianne Raimondi
Notary Public
My Commission Expires: 3/2/03

This Instrument prepared by:
Charter One Bank, F.S.B.
1215 Superior Avenue
Cleveland, Ohio 44114



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