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Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 08/25/2003 01:08 PM Pg: 1 of 7

JUL 15 2003

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This instrument was prepared by Brandi L McMaster, Principal Bank, P.O. Box 9351, Des Moines, Iowa 50306-9467

When recorded return to ~~Grete Aalbers, Principal Bank, P.O. Box 9351, Des Moines, Iowa 50306-9467~~

TransUnion Settlement Solutions  
5300 Brandywine Parkway  
Suite 100  
Wilmington, DE 19803

## MORTGAGE

(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is July 5, 2003. The parties and their addresses are:

### MORTGAGOR:

**FRANKLIN M RODRIGUEZ**  
Unmarried Person  
8454 W Catalpa Avenue Unit 3  
Chicago, Illinois 60656

### LENDER:

**PRINCIPAL BANK**  
Organized and existing under the laws of Iowa  
P. O. Box 9351  
Des Moines, Iowa 50306-9467  
42-1466678

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender, the following described property:

PARCEL 1: UNIT 3 IN THE PARKSIDE SQUARE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE WEST 208.50 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF LOT 2 IN SECOND ADDITION TO SZCZESNY'S SUBDIVISION OF THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33.0 FEET THEREOF ALSO EXCEPT THE NORTH 33.0 FEET THEREOF, ALSO EXCEPT THE EAST 185.00 FEET THEREOF, ALSO EXCEPT THE SOUTH 33.0 FEET THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 1 DEGREE 49 MINUTES 12 SECONDS EAST ALONG THE WEST LINE THEREOF 172.96 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 35 SECONDS EAST 83.83 FEET; THENCE SOUTH 1 DEGREES 38 MINUTES 31

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**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**B. All Debts.** All present and future debts from Mortgage to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgage's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 2038749, dated July 5, 2003, from Mortgage to Lender, with a maximum credit limit of \$33,200.00 with an interest rate based on the then current index value as the promissory note prescribes and maturing on July 5, 2013. One or more of the debts secured by this Security Instrument contains a future advance provision.

**3. SECURED DEBTS.** This Security Instrument will secure the following Secured Debts:

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$33,200.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

The property is located in Cook Court, at 8454 W Catalpa Avenue Unit 3, Chicago, Illinois 60656. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

SECONDS WEST 18.92 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 14 SECONDS EAST 62.92 FEET; THENCE SOUTH 1 DEGREE 24 MINUTES 48 SECONDS WEST 23.26 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 41 SECONDS EAST 27.26 FEET; THENCE NORTH 1 DEGREE 43 MINUTES 32 SECONDS EAST 69.74 FEET; THENCE NORTH 88 DEGREES 24 MINUTES 22 SECONDS WEST 52.36 FEET; THENCE SOUTH 1 DEGREE 42 MINUTES 20 SECONDS WEST 20.42 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 51 SECONDS WEST 8.76 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 51 SECONDS WEST 8.76 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 51 SECONDS WEST 8.76 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 51 SECONDS WEST 8.76 FEET; THENCE NORTH 1 DEGREE 42 MINUTES 20 SECONDS WEST 20.42 FEET; THENCE NORTH 88 DEGREES 24 MINUTES 1 DEGREE 42 MINUTES 20 SECONDS EAST 20.42 FEET; THENCE NORTH 88 DEGREES 24 MINUTES 22 SECONDS WEST 30.05 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST 66.70 FEET TO THE NORTH LINE OF LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST 125.78 FEET TO THE EAST LINE OF THE WEST 208.50 FEET AFORESAID; THENCE SOUTH 1 DEGREE 49 MINUTES 7 SECONDS WEST ALONG SAID WEST 208.50 FEET AFORESAID THENCE SOUTH 1 DEGREE 49 MINUTES 7 SECONDS WEST ALONG SAID LINE 129.03 FEET TO THE SOUTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST ALONG SAID SOUTH LINE 208.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF PARKSIDE SQUARE CONDOMINIUMS, AS AMENDED FROM TIME TO TIME, RECORDED AS DOCUMENT NUMBER 0010780629. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-3, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, AS AMENDED FROM TIME TO TIME, RECORDED AS DOCUMENT NUMBER 0010780629. P.L.N 12-11-122-009

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**4. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**6. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**7. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

**8. WARRANTIES AND REPRESENTATIONS.** Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

**9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**11. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents

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**16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act

release. Security instrument will remain in effect until released. Lender agrees to pay for any recordation costs of such collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This at the highest interest rate in effect as provided for in the terms of Secured Debts. To the extent permitted by fees. These expenses are payable on demand and will bear interest from the date of payment until paid in full protecting Lender's rights and remedies under this Security Instrument. Expenses include reasonable attorneys' security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in 15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor does not waive Lender's right to later consider the event a default if it happens again.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy or Mortgagor's default, Lender or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth

the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth this special or limited warranty deed, Trustee will covenant that conveys the property sold to the purchaser or purchasers. Under any, to Grantor. Lender may purchase the Property. Upon any sale of the Property, Trustee will make and encumbrances and interest thereon, and the principal and interest on the Secured Debts, paying the surplus, if Upon sale of the Property and to the extent not prohibited by law and after first paying all fees, charges and costs, Trustee will pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior

anytime thereafter. At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or Property not sold on foreclosure.

payable, to foreclose against all or any part of the Property. This lien will continue as a lien on any part of the foreclosure actions. Upon default, Lender will have the right, without declaring the whole indebtedness due and provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner 14. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security

Property.  
C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the B. Payments. Any party obligated on the Secured Debts fails to make a payment when due.  
A. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.

**13. DEFAULT.** Mortgagor will be in default if any of the following occur:

the event a breach if it happens again. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. 12. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material

parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between



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(CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**18. INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

**19. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. CO-SIGNERS.** If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

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**21. WAIVERS.** Except to the extent prohibited by law, Mortgage waives all homestead exemption, redemption, reinstatement and appraisal rights relating to the Property.

**22. OTHER TERMS.** The following are applicable to this Security Instrument:

**A. Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**23. APPLICABLE LAW.** This Security Instrument is governed by the laws of Iowa, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

**24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgage's obligations under this Security Instrument are independent of any other Mortgage. Lender may sue each Mortgage individually or together with any other Mortgage. Lender may release any part of the Property and Mortgage will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgage.

**25. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgage and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**26. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**27. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgage will inform Lender in writing of any change in Mortgage's name, address or other application information. Mortgage will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgage gives Lender will be correct and complete. Mortgage agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgage's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

**28. AGREEMENT TO ARBITRATE.** Lender or Mortgage may submit to arbitration any dispute, claim or other matter in question between or among Lender and Mortgage that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgage agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other documents, instruments and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgage will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgage must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any power of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgage may seek provisional remedies at any time from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgage. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not

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arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

**29. WAIVER OF TRIAL FOR ARBITRATION.** Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

**MORTGAGOR:**

*Franklin M Rodriguez*  
Franklin M Rodriguez  
Individually

**ACKNOWLEDGMENT.**

(Individual)

**STATE** OF Illinois, **COUNTY** OF Cook ss. 9<sup>th</sup> day of July, 2003  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003  
by Franklin M Rodriguez, Unmarried Person.

My commission expires:

9/26/04

*Katherine R. Lycett*  
(Notary Public)

