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MORTGAGE

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| KRITH W. CANTRELL | Factor of | Carlos Anna | e* 1 | | | CANTRULL | |
| DEBRA C. CANTRELL | • • • • • • | | | DEBRA | C. | MANTRELL | , |
| HUBBAND AND WIFM | 11 / 1 | | |)· | | 1.0 | |
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1405 NORTH ORYDEN PLACE ARLINGTON HEIGHTS, IL 60004

1408 NORTH DRYDEN PLACE ARLINGTON MEIGHTS, II., 60004

CENDAN. 12.1

FIRST BANK OF SOUTH DAKOZA (HATTONAL AMBOCIATION), MEMBERS BEING AMBOUT AMBOUT

1. GRANT. For good and valuable consideration, Grantor, hereby mortitiages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this 'Mortgage' and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profile; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (currulatively "Property");

2. OBLIGATIONS. The Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and coversants (currulatively 'Obligations') to Lender pursuant to:

(a) this Mortgage and the rollowing agreement:

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- (b) all renewals, extensions, amendments, mor illustions, replacements or substitutions to any of the foregoing:
- The contracting the entire Manager Contract Contract Contracting Contracting and the extraction of the contracting of the contr

3. PURPOSE. This Mortgage and the Obligations de toribed herein are executed and incurred for consumer purposes.

4. The total amount of indobtedness secured by this Mo (gs.) and the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness, secured shall not exceed \$.5.2,000.00. "plus interest, collection costs, and amounts secured to protect the lian of this Mortgage, he does secured hereby evidences a "Revolving Credit" as defined in 818 ILC8 205/4,1. The lien of this Mortgage's secures payment of any skisting indebtedness. and unities advance made on the date of the execution of this Mortgage's even made on the date of the execution of this Mortgage is executed and without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any advance is made.

5. EXPENSES. To the extent period by tax, this year of the coverants of the property and the second coverants of the period of t assessments, or insurance on the Property, plus Interest thereon:

8. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents and covenants to Lander that:

(a) Grantor, shall maintain the Property free of all liens, security interests, the imprances and claims except for this Mortgage and liens and

the interpretation of the last of Grantor's knowledge, any other party has used, generaled, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported as "lazardous Materials to or from the Property, Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" hall mean any hazardous waste, texic substances, or any not commit or permit such adjoins to be taken in the futuro. The term "rezardous water als" that mean any nazardous waste, toxic substances, or any other substance, materials, or waste which, is or becomes regulated by any governmental authority including, but not limited to; (i) petroleum; (ii); fitiable or nonitiable ashestos; (iii) polychiofinated biphenyis; (iv) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 307 of the Clean Water Act or or amendments or replacements to their statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section; 100 of the Clean Water Act or or placements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section; 100 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other statute requisition or ordinance now or becauted in effect.

similar statute, rule, regulation or ordinance now or hereafter in effect; the statute of the st

(d) No action or proceeding is or shall be pending or threatened which might materially alted the Property; and
(e) Grantor has not yighted and shall not yighte any statute, regulation, ordinance, the of law, contract or our to eemen which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this

7. THANSFERS OF THE PROPERTY OF BENEFICIAL INTERESTS IN BOTHOWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest. In Botrower, or Grantor (it is Botrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Miritage to be immediately due, and psyable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by lederal law. grant political high rain

B. INQUIRIES AND NOTIFICATION TO THIRD PARTIES, Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to B. INQUIRIES AND NOTHINGATION to Trinking Anticompany authorized to provide oral or written notice of its interest in the Property to any third party.

9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or all to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement. Pagreement in the Property: (in addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right; title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time siny written communication asserting to default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, or purporting to terminate or cancel any Agreement, or being the collect any agreement, or purporting to the non-payable time. According to the non-payable time as an according to the non-payable time.

any Agreement, Grantor shall promptly forward a copy of such communication, land any subsequent communications relating theretor to the terror. It is not the subsequent communications relating to the subsequent communications and the subsequent communications relating to the subsequent communication of the subsequent control of any damages resulting therefrom;

11. USE AND MAINTENANCE OF PROPERTY. Granter shall take all actions and make any repairs needed to maintain the Property in good condition. Granter shall not commit or permit any waster to be committed with respect to the Property. Granter shall use the Property solely in compliance with applicable taw and insurance policies. Granter shall not make any alterations, additions or improvements to the Property without Lender's prior witten consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Granter's sole expense.

- 12. LOSS OR DAMAGE. Granios shall be at the entire task or any less, their, destruction of courage (complitively "Loss or Damage") to the Property to its portion thereof from any case with technical the entire the notion of Loss o
- 13. INBURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (il applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice such policies are aftered or cancelled in any manner. The insurance policies shall name Lender as a mortgages and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion process appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and learing interest as described in Paragraph 27 and secured fineby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endotsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall insurance company is directed to make payments directly to Lender Instead of to Lender and Grantor, Lender shall have the right, at his sole option, to apply such montes toward the Chilgotions or toward the cost of rebuilding and restoring the Property. Any ambunit applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Gra
- 14. ZONING AND PRIVATE COVENANTS. Granto: stall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property williout Lender's prior written consent. It Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private coverants affecting the Property.
- 18. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are literaby assigned to Lender and shall be applied that to the payme to Lender's attorneys' tees, legal expenses and other costs (including appraisal less) in connection with the condemnation or eminent domain procedure, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Granior shall be obligated to valore or repair the Property.
- 15. LENDER'S RIGHT TO CO PAENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other price dring affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legar proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistuke, emission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Leguer for taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall no castime or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any ofcountainoss. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys) fees and legal expenses), causes of acutor, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Misrials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenser and other ocats incurred in connection therewith. In the atternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Chantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the each field annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Strator shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information confull of in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in life books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grai for size! doliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, detenses, set-offs or counterclaims with respect to the Obligation, it so, the nature of such claims, detenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of this Mortgage, including, but not limited to laise statements made by Grantor about Grantor's Income, assets, or any other aspects of Grantor's financial condition;

 - (a) fails to meet the repayment terms of the Obligations; or (b) fails to meet the repayment terms of the Obligations; or (c) violates or little to comply with a covenant contained in this Mongage which adversely affects the Property individing, but not limited to, transfering title to or selling the Property without Lender's consent, failing to maintain the transe or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the rating of the Property hough eminent domain, allowing the Property to be to solved by a lienholder other than Lender, committing waste of the Property to selzure or an manner which may subject the Property to selzure or conflictation. conflacation.
- confiscation.

 22. RIGHTS OF LENDER ON DEFAULT. If there is a detail of the confiscation of the confiscati 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lander shall be entitled to exercise one or more of the following
 - to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations; to declare the Obligations immediately due and payable in full; to collect the outstanding Obligations with or without resorting to judicial process;

 - to require Grantor to deliver and make available to Lander any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:

 - (a) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

 - (g) to foreclose this Mongage;
 (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law. Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lander institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.
 - 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sherlift's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' lebs, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
 - 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

- RE. COLLECTION COSTS. If Length Press on a larger of metry in colleging my surface of metricine any right or reinvely under this Morseller agrees to pay Lender's real control at other less and roughly and respectively.
 - 26. BATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attornays' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remody of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations have not shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Granter hereby appoints Lender as its atterney-in-fact to endorse Granter's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Granter this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Granter from any Obligation or ours any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous iten, security interest or enoumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other enoumbrances have been released of record.
- 31. PARTIAL RELIGABE. Londer may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION 200 WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signor by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if ander amands, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its (g) is against any Grantor, third party or the Property.
- 33. SUCCESSORS AND ASS Q?3. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given 'are's (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Mortrage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Granter and Lender agree that time 2. 2. the essence. Granter waives presentment, demand for payment, notice of distributions and protest except as required by law. All references to Granter in this Mortgage shall include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any light to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Granter and Lender pertaining to the terms and conditions of those documents.

| 38. TRUSTEE'S EXCULPATION. This Mortgage is executed by | O_{λ} | |
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| not personally but solely as Trustee under: Trust Agreement de in the exercise of the power and authority conferred covenants and conditions to be performed by Trustee, as aforesaid; and not individually; and all statements herein made | atecand known and known and known and upor, and vested in it as such Trustee. All the terms, provision | a, stipulations, by it solely as |
| personal liability shall be asserted or be enforceable against of the terms, provisions, elipulations, covenants and/or statements contains | ard in this agreement. | reason of any |
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| Grantor acknowledges that Grantor has read, understands, and agrees to the | he terms and conditions of this Mortgage. | 040*25 |
| Dated: NOVEMBER 30, 1994 | | |
| SPANTOR: KEITH W. CANTRELL | GRANTOR: | |
| • | | • |

GRANTOR:

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Property of Cook County Clerk's Office

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| that _KEITH_HCANTRELL_and_DEBRA_CCANTRELL, | personally known to me to be the same person |
| HUSBAND AND WIFE | riesold betalent, appeared to the foregoing instrument, appeared before in |
| personally known to me to be the same person whose name whose name subscribed to the foregoing instrument, appeared before many | this day in person and acknowledged that he fire |
| this day in person and soknowledged that | arid voluntary not, for the uses and purposes herein set forth. |
| signed, sealed and delivered the said instrument as assume and voluntary sol, for the uses and purposes herein set forth. | Given under my hand and olficial seal, this day |
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| | 141 NORTH MAIN AVENUE |
| | SIOUX FALLS, SD 57.117 |
| | SIUUX_PALUS,SU_3/.II/ |
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| | After recording return to: |
| • | FIRST_BANK_OF_SOUTH_DAKOTA |
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