

# UNOFFICIAL COPY



Doc#: 0608733124 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/28/2006 09:59 AM Pg: 1 of 9

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**CTIC-HE**

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## ASSIGNMENT OF LEASES AND RENTS

January 20, 2006

NOW ALL MEN BY THESE PRESENTS, that NICOLAS MADERA, AN UNMARRIED PERSON

(the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto MidAmerica Bank, a Federal Savings Bank at 1001 South Washington Street, Naperville, Illinois (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or sub-leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases") relating to those certain parcels of real estate situated in the County of COOK, State of Illinois, described below and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases.

THE SOUTH 2 FEET OF LOT 2 AND ALL OF LOT 3 IN THE SUBDIVISION OF LOT 5 (EXCEPT THOSE PARTS THEREOF DEDICATED FOR STREETS AND ALLEY) IN BLOCK 13 IN MANDELL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1548 S 61ST CT, CICERO, IL 60804

PERMANENT INDEX NUMBER: 16201270420000

919

This Assignment is made and given as collateral security for, and shall secure the payment in full and the performance of all obligations, covenants, promises and agreements contained herein in the Mortgage ("Mortgage"), and in any and all security agreements from the Assignor to the Assignee dated contemporaneously herewith ("Security Agreements").

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BOX 334 CTI

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The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under the Leases, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Assignee that the Assignor has good right, title and interest to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged, hypothecated or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no event of default shall exist under the Mortgage or the other security agreements, and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of the Leases as they respectively become due, but not in excess of one month's installment thereof paid in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenants or other obligor under the Leases upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by any tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage or any other of the loan documents, the Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of the premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reinsure the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured;

(b) to the payment of all proper charges and expenses including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

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- (c) to the payment of any sum secured by a lien or encumbrance upon the premises; and
- (d) to the cost of completing any improvements being constructed on or about the premises.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee, execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to off-set any claim or liability owing from it to any obligor on any Lease against sums due or to become due from such obligor under any Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises are located, not to further assign or encumber its rights under any Lease to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any Lease without the prior written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of the Leases to Assignee.

Assignor warrants that it has heretofore delivered to Assignee a true and correct copy of the Leases, that the Leases have not been amended or modified in any respect, that the same continue in full force and effect and that both the lessor and the lessee thereunder are in full compliance with all of their respective covenants therein contained and that no event for terminating any Lease by either the lessor or the lessee thereunder exists,

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by the Assignee, be deemed or construed to constitute the Assignee as a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under the Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or any one for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Mortgage at the time of incurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefore immediately upon demand, Assignor's obligation to do so to survive payment of the indebtedness hereby secured and the release of this Assignment,

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Mortgage, or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage, or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the liens of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

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This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above

By: *Nicolas Madera* 1-28-06  
NICOLAS MADERA

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF ILLINOIS )

) SS

COUNTY OF DUPAGE

I, MARIA FUDALA, a Notary Public in and for said county and state, do hereby certify that NICOLAS MADERA, AN UNMARRIED PERSON

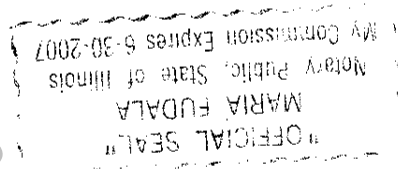
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

WITNESS my hand and official seal.

Signature: *Maria Fudala*

MARIA FUDALA  
Name (Typed or Printed)

My Commission Expires: June 30, 2007



THIS INSTRUMENT PREPARED BY:  
KENNETH KORANDA  
MIDAMERICA FEDERAL SAVINGS BANK  
2650 WARRENVILLE ROAD  
SUITE 500  
DOWNS GROVE, ILLINOIS 60515-1721

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## PERSONAL GUARANTEE

THIS GUARANTY dated January 20, 2006, is given by NICOLAS MADERA

(hereinafter individually referred to as a "Guarantor", and hereinafter referred to as "Guarantors") to MIDAMERICA BANK, fsb., (hereinafter referred to as the "Lender").

### 1. Description of Documents.

- A. Description of Note.  
NICOLAS MADERA, AN UNMARRIED PERSON

(collectively hereinafter sometimes referred to as "Makers", "Mortgagors" or "Obligors") have executed and delivered to Lender a Note (hereinafter referred to as the "Note") in the principal amount of Twenty Five Thousand and No/100 (\$25,000.00) in which Makers promise to pay to the order of Lender the principal amount and interest thereon at the rate or rates specified in the Note, a copy of which is attached hereto, and made a part hereof.

- B. Description of other Loan Documents. The payment of the Note is or will be secured by this Guaranty and by:

- (1) A mortgage ("Mortgage") executed by Mortgagor to Lender dated January 20, 2006 and recorded in the Office of the Recorder of Deeds in and for COOK County, Illinois.
- (2) An Assignment of Lease and Rents executed by Mortgagor to Lender, dated January 20, 2006 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois.
- (3) Such other assignments and security instruments executed by the Makers to the Lender bearing even date with the Note and Mortgage and, together with any other instrument now or hereafter given to secure the payment hereof, are collectively referred to herein as the "Loan Documents".

- C. Inducement. This Guaranty is made by the Guarantors in order to induce Lender to make the Loan to the Makers as requested. It is expressly understood that Lender is unwilling to make said Loan unless the Guarantors guarantee the payment of the Loan principal and interest and all other amounts due or accruing hereafter as provided for in the Note and the Mortgage and guarantee the performance and observance by the Makers of all terms, covenants and conditions on its part to be performed and observed pursuant to the provisions of the Note, the Mortgage and other Loan Documents, subject to the limitations set forth in Section 2(E) herein.

- D. Beneficiary Mortgagor. The Loan, evidenced by the Note as detailed herein, is of a direct pecuniary benefit to the Guarantors.

### 2. The Guarantors hereby:

- A. Absolutely and unconditionally guarantee the due and punctual payment of all principal of the Note, all interest now accrued and hereafter owing, and all other monies now accrued and hereafter accruing with regard to the Note and the due and punctual performance and observance by the Makers of every other term, covenant and condition of the Note or any renewal, extension, or modification of the Note and Mortgage whether according to the present terms hereof, or at any earlier or accelerated date or dates, as provided therein or pursuant to any extension or extensions of time or to any other change or changes in any of the terms, covenants or conditions thereof now or at any time hereafter made or granted.
- B. Agree to indemnify Lender against any losses Lender may sustain and expenses it may incur as a result of any default by Makers under the Loan Documents, and/or as a result of the enforcement or the attempted enforcement by Lender of any of its rights against the Guarantors hereunder. Further, that in the event Lender places this Guaranty in the hands of an attorney for enforcement or defense, the Guarantors will reimburse Lender for all expenses incurred including reasonable attorney's fees whether or not suit is initiated.
- C. Guarantee the prompt payment of all other amounts owed by Makers to Lender which shall hereafter become due and payable under the terms of the Loan Documents, the Note, or any renewal, extension, modification or replacement of the Note by reason of additional advances made to Makers independent thereof at any time hereafter until after all indebtedness under the Note is fully paid.

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- D. Guaranty the full and timely performance of each and every obligation of Makers under the Note and the Loan Documents. Time is the essence of this Guaranty.
- E. Any and all representations made in this Guaranty represent the joint and several obligations of each of the Guarantors to the Lender; and each Guarantor acknowledges that the Lender may pursue any and all of its remedies detailed in this Guaranty against any Guarantor, and the Lender has no obligation to pursue its remedies against all of the Guarantors.

### 3. Other Provisions

- A. Actions by Lender Not to Affect Liability. The liability of each Guarantor shall not be affected by:
- (1) The renewal, extension, modification or replacement of the Note (all of which Lender is hereby authorized to make without notification to the individual Guarantors).
  - (2) Any extension in the time for making any payment due under the Note.
  - (3) The acceptance by Lender of any additional security for the Note; or
  - (4) The failure during any period of time whatsoever of Lender to attempt to collect any amount due under the Note or to execute any remedy available under the Note, the Loan Documents or any other security instrument given for the Note, in the event of:
    - (a) a default in the performance by Mortgagor of the terms of the Note;
    - (b) the occurrence of a Default as defined in any of the Loan Documents; or
    - (c) a default under any additional security given for the Note.
  - (5) Lender proceeding for collection of the Note against one Guarantor only.
  - (6) Lender's failure to protect the property which is the subject of the Mortgage from waste and/or diminution in value of any nature or type whatsoever.
  - (7) The discharge in bankruptcy of any of the individual Makers. Further, each Guarantor expressly agrees not to remove any claim filed against them individually to Federal Bankruptcy Court and/or Federal District Court in the event the Guarantors should file and/or participate in Federal Bankruptcy proceedings as more fully set forth in the first full sentence of paragraph 3(E) below.
  - (8) Lender's purchase of the property at judicial sale, or any subsequent resale at public or private sale.
  - (9) Lender's release of any portion of the subject property and/or release of any portion of additional security.
  - (10) Lender's release or agreement not to sue, without reservation, any person against whom Lender or Guarantors have a right of recourse or Lender's agreement to suspend the right to enforce against such person.
  - (11) Lender's impairment of any collateral and/or security for this instrument or the Note.
  - (12) The Lender's discharge of any party hereto and the Lender's discharge of any party to the Note.
- B. Waivers. Each Guarantor hereby:
- (1) Absolutely and expressly waives all notice of and does hereby consent to any renewal, modification, extension and the execution by Makers or its authorized agents of any documents pertaining thereto. Further each Guarantor expressly waives notice of Lender's acceptance of this Guaranty, of any default in non-payment and/or non-performance by Makers under the Note, of presentment, protest and demand, and of all or any other matters to which Guarantors might otherwise be entitled.
  - (2) Waives diligence, presentment, protest, notice of dishonor, demand for payment, execution of time of payment, non-payment at maturity, indulgences and notices of every kind, and consent to: (i) Any and all forbearances and extensions of the time of payment of the Note or Mortgage; (ii) Any and all changes in the terms, covenants or conditions of the Note, or of the Mortgages or of any other document evidencing or securing payment of the Loan hereafter made or granted; (iii) Any and all substitutions, exchanges or releases of all or any part of the collateral for the loan; (iv) the release or agreement not to sue without reservation of rights of anyone liable in any way for repayment of the Loan.

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- (3) Waives any and all claims or defenses based upon lack of diligence in:
- (a) collection of any amount of the payment of which is guaranteed hereby;
  - (b) protection of any collateral or other security for the Note; or
  - (c) realization upon the Loan Documents to other security given for the Note.
- C. **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof. The remedies available to Lender under this Guaranty shall be exercisable against each Guarantor and shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law or under the Note and any of the other Loan Documents.
- D. **Guarantors' Liability.** Each Guarantor's liability under this Guaranty shall be absolute, primary and direct, and the Lender shall not be required to pursue any right or remedy it may have against Makers under the Note and Mortgage or otherwise, and shall not be required to first commence any action or obtain any judgment against Makers before enforcing this Guaranty against Guarantors, and that the Guarantors will, upon demand, tender to Lender the amount of all rents and all other sums collected in the possession of the Guarantors, the payment of which by Makers is in default under the Note and Mortgages and will, upon demand, perform all other obligations of Makers, the performance of which by Makers is in default under the Note and Mortgage. Guarantors' liability under this Guaranty shall in no way be affected or impaired by any of said indebtedness or of any security or collateral therefore.
- E. **Costs of Collection.** Each Guarantor agrees that this guaranty shall continue in full force and effect notwithstanding the institution by or against the Makers of bankruptcy, reorganization, readjustment, receivership or insolvency proceeding of any kind or the disaffirmance of the Mortgage in such proceedings or otherwise. In the event any payment by or on behalf of the Makers to Lender is held to constitute a preference under the bankruptcy laws, or if for any other reason Lender is required to refund such payment or pay the amount thereof, to any other party, such payment by or on behalf of the Makers to Lender shall not constitute a release of the Guarantors from any liability hereunder, but the Guarantors agree to pay such amount to Lender upon demand. Further, the Guarantors agree that this Guaranty shall be a continuing Guaranty and shall not be discharged, impaired or affected by acts on the part of the Makers or other defenses which might constitute a legal or equitable discharge of a surety of the Guarantors, and agree that this Guaranty shall be valid and unconditionally binding upon the Guarantors. If this Guaranty is referred to any attorney for collection after any default, and whether suit be brought or not, Guarantors agree to pay a reasonable sum as attorney's fees and also any and all costs and expenses of suit and preparation therefor.
- F. **Assignment.** This Guaranty shall not be assignable by the Guarantors nor shall any of the duties under it be delegated by Guarantors. This Guaranty shall inure to the benefit of, and be enforced by Lender, its successors, assigns and any subsequent holder of the Note and the Mortgage and shall be binding upon, and enforceable against the Guarantors and the Guarantors' heirs, legal representatives, successors and assigns. In the event of the death of all or any of the Individual Guarantors, the obligations of such deceased Guarantors shall continue in full force and effect against their respective estates, personal representatives, executors, successors and assigns.
- G. **Governing Law/Venue.** This Guaranty shall be governed by, and construed in accordance with the law of the State of Illinois.
- H. **Severability.** The Guarantors intend and believe that each provision in the Guaranty comports with all applicable local, state and federal laws and court decisions. However, if any provision or provisions in this Guaranty are found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Guaranty to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the Guarantors that such portion, provision or provisions shall be given full force and effect to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Guaranty shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of the Maker and the holder hereof under the remainder of this Guaranty shall continue in full force and effect.
- I. **Waiver of Right of Redemption.** To the fullest extent allowed by law and equity, Guarantors hereby waive any right of redemption and/or equity of redemption granted to them by common law or by statute which they individually and severally may have in the real estate which is the subject of the other Loan Documents.

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- J. **Headings.** The various headings used in this Guaranty as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.
- K. **No Waiver.** No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.
- L. **Makers Defined.** The term "Makers", or "Obligors", or "Mortgagors" as used in this instrument shall include the individual or individuals, association, partnership or corporation named in paragraph 1 (A) herein, and:
- (1) any successor individual or individuals, association, partnership or corporation to which all or substantially all of the business or assets of said Makers shall have been transferred;
  - (2) in the case of partnership Makers, any new partnership which shall have been created by reason of the admission of any new partner or partners therein or the dissolution of the existing partnership by the death, resignation or other withdrawal of any partner, and
  - (3) in the case of corporate Makers, any other corporation into or with which said Makers shall have been merged, consolidated, reorganized or absorbed.
- M. **Complete and Exclusive Statement of Facts.** There is no condition precedent to the effectiveness of this Guaranty and all terms of this Guaranty Agreement between the undersigned and the Lender and contained within this Guaranty Agreement, which is complete and exclusive statement of those terms.

Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first written above.

By: *Nicolas Madera* 1-20-06  
NICOLAS MADERA

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF ILLINOIS)

SS

COUNTY OF DuPage

I MARIA KUDALA, a Notary Public in and for said county and state, do hereby certify that NICOLAS MADERA, AN UNMARRIED PERSON

, a Notary Public in and for said county and state, do hereby certify

are the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature:

*Maria Kudala*

MARIA KUDALA  
Name (typed or Printed)

My Commission Expires: JUNE 30, 2007

