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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1216539062 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/13/2012 11:09 AM Pg: 1 of 9

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 09-29-101-115-0000

Address:

Street: 1141 EVERETT LANE

Street line 2:

City: DES PLAINES

State: IL

ZIP Code: 60018

Lender: KAJE MUTUAL FUND

Borrower: STANISLAW DABROWSKI

Loan / Mortgage Amount: \$107,526.89

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 883ABA9E-75C6-4580-8A2B-5EF066DD2B9E

Execution date: 06/04/2012

UNOFFICIAL COPY**MORTGAGE**Prepared by:After recording mail to:

Loza Law Offices P.C.
 2500 E. Devon Avenue
 Suite 200
 Des Plaines, IL 60018

THIS MORTGAGE ("Security Instrument") is given on **June 4, 2012**. The mortgagor is **Stanislaw Dabrowski**, an individual residing in Des Plaines, Illinois, his heirs and/or assigns, (hereinafter referred to as the "Mortgagor"). This Mortgage is given to **Kaje Mutual Fund**, an Illinois partnership, its successors and/or assigns, (hereinafter referred to as the "Creditor").

Mortgagor owes Creditor the principal sum of **One Hundred Seven Thousand Five Hundred Twenty Six and 89/100 United States dollars (U.S. \$107,526.89)**. This debt (principal and accrued interest as of date) is evidenced by the Note executed by Stanislaw Dabrowski, dated the same date as this Mortgage (hereinafter referred to as the "Note"), which provides for full payments, if not paid earlier, due and payable on **December 4, 2012**. This Security Instrument secures to Creditor:

- (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications of the Note;
- (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and
- (c) the performance of Mortgagor's covenants and agreements under this Security Instrument and the Note.

For this purpose, Mortgagor does hereby mortgage, grant and convey to Creditor and Creditor's successors and/or assigns, with power of sale, all of Mortgagor's right, title and interest to the following described real property, together with all existing or subsequently erected or affixed buildings, replacements and additions, improvements and fixtures; all easements, rights of way and appurtenances; and all other rights, royalties and profits related to real property, located in COOK COUNTY, STATE OF ILLINOIS (hereinafter referred to as the "Property):

LOT 48 (EXCEPT THE SOUTH 70 FEET THEREOF) IN DEXTER ACRESS, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT REGISTERED AS DOCUMENT NUMBER 1067065.

which is commonly known as 1141 Everett Lane, Des Plaines, IL 60018.

PIN: 09-29-101-115-0000

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MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of the record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances stated in the preceding sentence.

1. Payment of Principal and Interest; Prepayment of Late Charges. Mortgagor will promptly pay when due the principal and interest on the debt evidenced by the Note and any other charges due under the Note.

2. Application of Payments. Unless applicable provides otherwise, all payments received by Creditor under Paragraph 1 will be applied as follows: first, to interest due; second, to principal due; and last, to any late charges due under the Note.

3. Charges, Liens. Mortgagor will pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument. Mortgagor will pay these obligations on time directly to the person or entity owed payment.

Mortgagor will promptly discharge any lien which has priority over this Security Instrument, unless Mortgagor:

- (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Creditor;
- (b) contests in good faith the lien or defends enforcement of the lien in legal proceedings, which in the Creditor's opinion operate to prevent the enforcement of the lien; or
- (c) secures from the holder of the lien an agreement satisfactory to Creditor subordinating the lien to this Security Instrument.

If Creditor determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Creditor may give Mortgagor a notice identifying the lien upon which Mortgagor will satisfy the lien or take one or more of the actions set forth above within 10 days of the receipt of the notice.

4. Hazard or Property Insurance. Mortgagor will keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, as may be required. All insurance policies and renewals will include a standard Mortgage clause. In the event of loss, Mortgagor will give prompt notice to the insurance carrier and Creditor. If Mortgagor fails to maintain coverage, Creditor may at Creditor's sole discretion and without prior notice to Mortgagor obtain coverage to protect Creditor's rights in the property in accordance with Paragraph 6.

5. Preservation, Maintenance and Protection of the Property. Mortgagor will not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

6. Protection of Creditor's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, if a legal proceeding is commenced or maintained that may significantly affect Creditor's rights in the Property and/or rights under this Security Instrument or if Mortgagor has abandoned the Property, Creditor may at Creditor's sole discretion and without any prior notice to Mortgagor do and pay for whatever is necessary to protect Creditor's interest in the Property, Creditor's rights under this Security Instrument and/ or the value of the Property. Any amounts so disbursed by Creditor will become additional debt of Mortgagor secured by this Security Instrument, will bear interest from the date of disbursement at the Note rate and will be payable, with interest, upon notice from Creditor to Mortgagor requesting payment.

7. Inspection. Creditor or its agent(s) may make reasonable entries upon and inspections of the

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Property. Creditor will give Mortgagor notice at the time of or prior to inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to Creditor. In the event of a total taking of the Property, the proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor.

9. Mortgagor Not Released; Forbearance by Creditor Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by Creditor will not operate to release the liability of the Mortgagor or the Mortgagor's successors in interest. Creditor will not be required to commence proceedings against the Mortgagor or any Mortgagor's successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Creditor in exercising any right or remedy will not constitute a waiver of or preclude the exercise of any right or remedy.

10. Each of the following, at Creditor's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Mortgagor fails to make any payment when due under the Indebtedness.

Other Defaults. Mortgagor fails to comply with or perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the other Related Documents or to comply with or perform any term, obligation, covenant or condition contained in any other agreement between Creditor and Mortgagor.

Default on Other Payments. Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Mortgagor defaults under any loan, extension or credit, security agreement, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Mortgagor's property or ability to perform their respective obligations under this Mortgage or any of the Related Document.

False Statements. Any warranty, representation or statement made or submitted to Creditor by Mortgagor or on Mortgagor's behalf under this Mortgage or Related Documents is false or misleading in any material respect, either now or at the time made or submitted or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Mortgagor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Mortgagor's existence as a going business or the death of any member, the insolvency of Mortgagor, the appointment of a receiver for any part of Mortgagor's property, any mortgage for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceedings, self-help, repossession or any method, by any creditor of Mortgagor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Mortgagor's accounts, including deposit

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accounts, with Creditor. However, this Event of garnishment of any of Mortgagor's accounts, including deposit accounts, with Creditor. However, this Event of Default shall not apply if there is a good faith dispute by Mortgagor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Mortgagor gives Creditor written notice of the creditor or forfeiture proceeding and deposits with Creditor monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Creditor, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Mortgagor under the terms of any other agreement between Mortgagor and Creditor that is not remedied within any grace period provided therein, including (without limitation) any agreement concerning any indebtedness or other obligation of Mortgagor to Creditor, whether existing now or later.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the proceeding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Mortgagor's financial condition, or Creditor believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Creditor on good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Mortgagor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Mortgagor, after receiving written notice from Creditor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Creditor deems in Creditor's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

11. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Creditor may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Creditor shall have the right at its option without notice to Mortgagor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Mortgagor would be required to pay.

UCC Remedies. With respect to all and any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Creditor shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Creditor's costs, against the Indebtedness. In furtherance of this right, Creditor shall have all the rights provided for in the Creditor's Right to Receive and Collect Rents Section, above. If the Rents are collected by Creditor, then Mortgagor irrevocably designates Creditor as Mortgagor's attorney-in-fact to indorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Creditor in response to Creditor's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Creditor may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagor in Possession. Creditor shall have the right to be placed as Mortgagor in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to

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protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The Mortgagor in possession or receiver may serve without bond if permitted by law. Creditor's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Creditor shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Creditor may obtain a judicial decree of foreclosing Mortgagor's interest in all or any part of the Property.

Deficiency Judgment. Creditor may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Creditor shall have all other rights and remedies provided in this Mortgage or the Note or by law.

Sale of Property. To the extent permitted by the applicable law, Mortgagor hereby waives any and all right to have its property marshaled. In exercising its rights and remedies, Creditor shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Creditor shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Creditor shall give Mortgagor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Creditor to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Creditor's right to declare a default and exercise its remedies.

Attorney's Fees; Expenses; Waiver of Jury Trial. If Creditor institutes any suit or action to enforce any of the terms of this Mortgage, Creditor shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Creditor incurs that in Creditor's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Creditor's reasonable attorneys' fees and Creditor's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law. The Mortgagor waives trial by jury in any action arising under or in relation to this Mortgage.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument will bind and benefit the successors and assigns of Creditor and Mortgagor, subject to the provisions of Paragraph 15. Mortgagors' covenants and agreements will

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be joint and several. Any Mortgagor who co-signs this Security Instrument but does not execute the Note:

- (a) is co-signing this Security Instrument only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Creditor and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Mortgagor's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be connected with the loan exceed the permitted limits, then:

- (a) any such loan charges will be reduced by the amount necessary to reduce the charge to the permitted limit; and
- (b) any sums already collected from the Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Creditor may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Mortgagor provided for in this Security Instrument will be given by delivering it or by mailing it by first class mail. The notice will be directed to the Property address or any other address Mortgagor designates by notice to Creditor. Any notice to Creditor will be given by first class mail to Creditor's address stated herein or any other address Creditor designates by notice to Mortgagor. Any notice provided for in this Security Instrument will be deemed to have been given to Mortgagor or Creditor when given as provided in this Paragraph.

15. Governing Law, Severability. This Security Instrument will be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict will not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared severable.

16. Mortgagor's Right to Reinstate. Provided that the Mortgagor satisfies the following conditions:

- (a) pays Creditor of all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred;
- (b) cures any default of any other covenants or agreements;
- (c) pays all Creditor's expenses incurred in enforcing this Security Instrument, including, but not limited to, court costs, reasonable attorneys' fees and other litigations expenses; and
- (d) takes such action as Creditor may reasonably require to assure that the lien of this Security Instrument, Creditor's rights in the Property and Mortgagor's obligations to pay the sums secured by this Security Instrument will continue unchanged;

Mortgagor will have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:

- (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or
- (b) entry of a judgment enforcing this Security Instrument.

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Upon reinstatement by Mortgagor, this Security Instrument and the obligations secured hereby will remain fully effective as if no acceleration had occurred.

17. Mortgage or Sale of Note. The Note or partial interest in the Note (together with this Security Instrument) may be assigned or sold by Creditor without any prior notice to Mortgagor.

18. Hazardous Substances. Mortgagor will not cause or permit the presence, use, disposal, storage or release of any hazardous substances on or in the Property. Mortgagor will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of hazardous materials that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Mortgagor will promptly give Creditor written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Mortgagor will promptly take all necessary remedial actions in accordance with environmental law.

For the purposes of this Paragraph, hazardous substances are those substances defined as toxic or hazardous by environmental law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. For the purposes of this Paragraph, environmental law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. Release. Upon payment of all sums secured by this Security Instrument, Creditor will release this Security Instrument without charge to Mortgagor. Mortgagor will pay any costs of drafting and recording of the Release (including partial Release) document(s).

20. Definitions. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Mortgagor. The word "Mortgagor" means Stanislaw Dabrowski, an individual residing in Des Plaines, Illinois.

Creditor. The word "Creditor" means Kaje Mutual Fund, an Illinois partnership, its successors and/or assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Event of Default. The words "Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Guarantor. The word "Guarantor" means any guarantor, surety or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Creditor, including (without limitation) a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed in the property, facilities, additions, replacements or other construction on the Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, or consolidations of and substitutions for the Note or Related Documents and any

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amounts expended or advanced by Creditor to discharge Mortgagor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Mortgagor and Creditor.

Note. The word "Note" means the promissory note dated June 4, 2012, from Stanislaw Dabrowski, to Creditor in the original principal sum of \$107,526.89, together with all renewals, extensions, modifications, refinancing, consolidations and substitutes of the note, Mortgage and/or any of the Related Documents. Principal and interest payment on the Note is to be made in full on or prior to December 4, 2012.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now and hereafter owned by Mortgagor, and now or after attached or affixed to the Real Property; together with all accessories, parts and additions to, all replacements of, and all substitutions for, any such property; and together with all proceeds, including (without limitation) all insurance proceeds and refunds of premium, from any sale or other disposition of the Property.

Property. The word "Property" means collectively all the Real Property and Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, pledges of company interest, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Mortgagor's present and future rights, title and interest in, to and under any and all present and future leases, including (without limitation) all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind or nature, whether due now or late, including (without limitation) Mortgagor's right to enforce such leases and to receive and collect payments and proceeds thereunder.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Mortgagor and recorded with it.

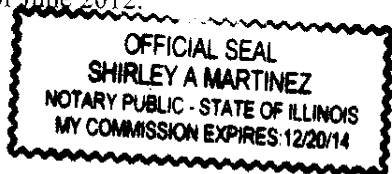
Stanislaw Dabrowski
Stanislaw Dabrowski

State of Illinois)
County of Cook)

I, the undersigned, a notary public in and for said county and state aforesaid, do hereby certify that Stanislaw Dabrowski, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under by hand and notarial seal this
Fourth day of June 2012.

Seal:



Shirley A. Martinez
Notary Public

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