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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Doc#: 1824818139 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/05/2018 01:41 PM Pg: 1 of 8



CT

Report Mortgage Fraud

844-768-1713

16007538 E/NF

The property identified as: **PIN:** 09-20-412-003-0000

**Address:**

**Street:** 1419 S. Cora Street

**Street line 2:**

**City:** Des Plaines

**State:** IL

**ZIP Code:** 60018

**Lender:** Habitat for Humanity of Northern Fox Valley

**Borrower:** Daisy Kisekka

**Loan / Mortgage Amount:** \$249,500.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

**Certificate number:** 313E7C30-5AD5-43FF-B8C9-5FE881F72A29

**Execution date:** 6/25/2018

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 21, 2018. The mortgagor is Daisy Kisekka, of 1419 Cora, Des Plaines, Illinois 60018 ("Borrower"). This Security Instrument is given to HABITAT FOR HUMANITY OF NORTHERN FOX VALLEY, a not for profit corporation organized and existing under the laws of Illinois, and whose address is 56 S. Grove Avenue, Elgin, Illinois 60120 ("Lender"). Lender made a loan ("Loan") to Borrower in the principal sum of Two Hundred Twenty-Eight Thousand Five Hundred and 00/100 DOLLARS (\$228,500.00). The loan is evidenced by that certain Note dated the same date as this Security Instrument from Borrower made payable to Lender ("Note"), which Note provides for monthly payments, payments with the full debt, if not paid earlier, due and payable on July 1, 2048. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Kane County, Illinois:

LOT 3 IN BLOCK 3 IN A.T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS, BEING A SUBDIVISION OF THAT PART EAST OF RAILROAD OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIA, AND OF THAT PART WEST OF THE DESPLAINES ROAD OF THE SOUTH 1/2 OF THE SOUTHWEST ¼ (EXCEPT THE 4 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 21, TOWNSHIP 41 NORHT, RANGE 12 EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-20-412-003-0000

Commonly known as: 1419 S. Cora Street, Des Plaines, IL 60018

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all mines now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower 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 record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

### BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payment of Principal; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal debt evidenced by the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security

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Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage/life insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall, at Borrower's option, either promptly be repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to amounts payable under paragraph 2; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which approval shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the

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payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender shall not be obligated to take such actions.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

If Lender required mortgage/life insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any 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 Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provision of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower 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 Borrower'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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



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12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class, certified, return receipt requested mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal laws and the law of the State of Illinois. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall 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 to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide for a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall 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 prior time 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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in this notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees, court costs, and costs of title evidence.

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19. **Lender in Possession.** Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

22. **Covenant to Use for Personal Residence.** Borrower covenants that the proceeds of the Note shall be used exclusively for the acquisition of the Property for the personal use as a residence of the Borrower and Borrower shall not use the Property for any commercial purposes, including leasing, licensing or similar uses; provided, however, Borrower shall be permitted to use a portion of the Property as a home office for so long as such use shall not alter the character of the Property as a residence.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument: Limitations on Transfer.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



Name: Daisy Kisekka

STATE OF ILLINOIS; Kane County:

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby state that Daisy Kisekka, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21<sup>st</sup> day of June, 2018

**Prepared by and Return to:**

Helmut E. Gerlach, Esq.  
c/o Habitat for Humanity of Northern Fox Valley  
56 S. Grove Avenue  
Elgin, Illinois 60120  
Phone: (847) 836-1432  
Fax: (847) 695-5912

**Send subsequent tax bills to:**

Habitat for Humanity of Northern Fox Valley  
56 S. Grove Avenue  
Elgin, Illinois 60120

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## This Rider is incorporated and made part of the Mortgage

### RIDER TO MORTGAGE (Limitations Upon Transfer)

This Rider is attached to a mortgage ("Mortgage") granted by Daisy Kisekka ("Borrower"), in favor of HABITAT FOR HUMANITY OF NORTHERN FOX VALLEY, an Illinois Not for Profit Corporation (the "Mortgagee" or the "Lender"), on June 21, 2018 securing a Note of even date for a principal sum of Two Hundred Twenty-Eight Thousand Five Hundred and 00/100 DOLLARS (\$228,500.00). The terms of this Rider are to be incorporated into said Mortgage as if fully set forth on the face of the Mortgage. The Note secured by said Mortgage includes the following limitation on the Mortgagor's rights to transfer, convey, or encumber their interest in the mortgaged Property without the Mortgagee's prior written consent:

Limitations Upon Transfer. The Lender is providing the Loan evidenced by the Note for the purpose of allowing me to purchase my principal residence from the Lender. I understand that the Lender is a non-profit organization that acquired the Property and improved it, largely with donated funds, donated labor and donated materials. I acknowledge that the fair market value of the Property is greater than the purchase price I have agreed to pay to the Lender. In consideration of the bargain purchase price and of the Lender's willingness to loan me a significant percentage of the purchase price without interest accruing (as specified in the Note), I agree to the following reasonable restrictions on the sale or encumbrance of any interest in the Property, which are intended to prevent me from unfairly profiting from the donated efforts of others and which are in addition to, and not in lieu of, any limitations in the Note or the Mortgage securing the Note:

- (a) If, at anytime within the time period that coincides with the first one hundred fifty-six full payments as set forth in Section 3 hereof, I receive an offer from any third party to purchase the Property, and if I would be willing to accept the offer, I will provide a copy of the offer to the Lender with written notice of my intention to sell the Property upon the terms set forth in the offer. The Lender shall have thirty (30) days after receipt of such notice to elect to buy the Property back from me on the same terms as set forth in the offer or to waive its right to buy back the Property. The Lender's election shall be made by written notice to me, but the Lender shall be deemed to have waived its buy-back right if it does not provide written notice to the contrary within the 30 day period. If the Lender elects to buy back the Property, the transaction will be closed in accordance with the terms of the third party's offer and I will reject the third party's offer. If the Lender waives its buy-back right, I may accept the third party's offer (in each case subject to other terms affecting the sale proceeds, as set forth below).
- (b) If, at anytime within the time period that coincides with the first one hundred fifty-six full payments as set forth in Section 3 hereof, I decide to sell the Property to a third party, all of the net sales proceeds in excess of the then outstanding principal balance of the Loan shall be due and payable to the Lender at the time of the closing.
- (c) For each 12 payments completed as set forth in Section 3 hereof after I have made thirty-six full payments as set forth in Section 3 hereof, if I decide to sell the Property to a third party, I shall be entitled to ten per cent (10%) of the net sales proceeds in excess of the then outstanding principal balance of the Loan, with the balance due and payable to the Lender at the time of closing.
- (d) For the purposes of subparagraphs (b) and (c), the term "net sales proceeds" shall mean the gross sale proceeds less the brokerage fee, if any, outstanding indebtedness, transfer taxes, title insurance costs, reasonable attorneys' fees, and other such expenses incurred in the ordinary course of selling the Property, and also less the cost of any capital improvement that I made to the Property with my own funds (not including my own labor) for which I can provide paid invoices, receipts, or other satisfactory verification that I made such improvements.
- (e) Even if I repay the entire principal amount of this Note, I will not be entitled to receive a satisfaction or release of the Mortgage securing this Note until such time as I have no more contingent liability under the obligations described in subparagraphs (b) and (c) above. I understand that my obligations under subparagraphs (b) and (c) will end upon the sooner of (i) a sale of the Property in accordance

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with the Note, or (ii) the payment of one hundred fifty-six full payments as set forth in Section 3 hereof.

- (f) I cannot grant, or permit to exist, any other lien against the Property without the Lender's prior written consent, even if such a lien would be junior in priority to the lien of the Mortgage securing this note. In reviewing a request for consent to another lien, the Lender may consider my financial ability to repay this loan while making payments on additional obligations and I will provide the Lender with such additional financial information as the Lender reasonably may request for such purposes.

Any purchase and sale agreement or other agreement affecting equitable or legal title to the Property shall provide set forth the entire text of this paragraph. The restriction set forth in this paragraph shall be governed by and interpreted in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this restriction shall be in the Circuit Court of Kane County, Illinois. The conditions, covenants and restrictions contained herein shall run with the land.

  
 \_\_\_\_\_  
 Name: Daisy Kisekka

STATE OF ILLINOIS; Kane County:

I, Nicholas R. Furst, a Notary Public in and for said county and state, do hereby state that Daisy Kisekka, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of June, 2018.

  
 \_\_\_\_\_

