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Doc#. 2035817189 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/23/2020 12:58 PM Pg: 1 of 9

NEGATIVE PLEDGE AGREEMENT

205T02988 7/7

PROPERTY ADDRESS: 5664 W. GUNNISON ST., CHICAGO, IL 60630

PROPERTY INDEX NUMBER: 13-08-428-012-0000

LEGAL DESCRIPTION:

LOT 11 (EXCEPT THE EAST 20 FEET THEREOF) IN BLOCK 5 IN FREE'S ADDITION TO JEFFERSON, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PREPARED BY: Amy Hammer, Park Ridge Community Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL 60068

AFTER RECORDING MAIL TO: Amy Hammer, Park Ridge Community Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL 60068

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NEGATIVE PLEDGE AGREEMENT

Borrower: ANNA CHELMINSKI
JAROSLAW CHELMINSKI
5436 N. MOBILE AVE.
CHICAGO, IL 60630

Lender: PARK RIDGE COMMUNITY BANK
626 TALCOTT ROAD - P. O. BOX 829
PARK RIDGE, IL 60068

THIS NEGATIVE PLEDGE AGREEMENT dated November 9, 2020, is made and executed between ANNA CHELMINSKI and JAROSLAW CHELMINSKI ("Borrower") and PARK RIDGE COMMUNITY BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement, and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 9, 2020, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Business Activities. ANNA CHELMINSKI maintains an office at 5436 N. MOBILE AVE., CHICAGO, IL 60630. Unless ANNA CHELMINSKI has designated otherwise in writing, the principal office is the office at which ANNA CHELMINSKI keeps its books and records including its records concerning the Collateral. ANNA CHELMINSKI will notify Lender prior to any change in the location of ANNA CHELMINSKI's principal office address or any change in ANNA CHELMINSKI's name. ANNA CHELMINSKI shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to ANNA CHELMINSKI and ANNA CHELMINSKI's business activities.

JAROSLAW CHELMINSKI maintains an office at 5436 N. MOBILE AVE., CHICAGO, IL 60630. Unless JAROSLAW CHELMINSKI has designated otherwise in writing, the principal office is the office at which JAROSLAW CHELMINSKI keeps its books and records including its records concerning the Collateral. JAROSLAW CHELMINSKI will notify Lender prior to any change in the location of JAROSLAW CHELMINSKI's principal office address or any change in JAROSLAW CHELMINSKI's name. JAROSLAW CHELMINSKI shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to JAROSLAW CHELMINSKI and JAROSLAW CHELMINSKI's business activities.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Transfer and Liens. Fail to continue to own all of Borrower's assets, except for routine transfers, use or depletion in the ordinary course of Borrower's business. Borrower agrees not to create or grant to any person, except Lender, any lien, security interest, encumbrance, cloud on title, mortgage, pledge or similar interest in the real property commonly known as 5664 W. Gunnison St., Chicago, IL 60630. Borrower agrees not to sell, convey, grant, lease, give, contribute, assign, or otherwise transfer any of Borrower's assets, except for sales of inventory or leases of goods in the ordinary course of Borrower's business.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any

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NEGATIVE PLEDGE AGREEMENT

other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time hereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment 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 Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in 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.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender 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 Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. IN ADDITION, THIS AGREEMENT MAY CONTAIN MORE THAN ONE COUNTERPART OF THE SIGNATURE PAGE AND THIS AGREEMENT MAY BE EXECUTED BY THE AFFIXING OF THE SIGNATURES OF EACH OF THE PARTIES TO ONE OF SUCH COUNTERPART SIGNATURE PAGES. ALL OF SUCH COUNTERPART SIGNATURE PAGES SHALL BE READ AS THOUGH ONE, AND THEY SHALL HAVE THE SAME FORCE AND EFFECT AS THOUGH ALL OF THE SIGNERS HAD SIGNED A SINGLE SIGNATURE PAGE.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Successors and assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. 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 the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Agreement. The word "Agreement" means this Negative Pledge Agreement, as this Negative Pledge Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Negative Pledge Agreement from time to time.

Borrower. The word "Borrower" means ANNA CHELMINSKI and JAROSLAW CHELMINSKI and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

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

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

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

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means PARK RIDGE COMMUNITY BANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated November 9, 2020 and executed by ANNA CHELMINSKI and JAROSLAW CHELMINSKI in the principal amount of \$220,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, 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 Loan.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

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NEGATIVE PLEDGE AGREEMENT

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS NEGATIVE PLEDGE AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS NEGATIVE PLEDGE AGREEMENT IS DATED NOVEMBER 9, 2020.

BORROWER:

x *Anna Chelminski*
ANNA CHELMINSKI

x *Jaroslav Chelminski*
JAROSLAW CHELMINSKI

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Acknowledgment
(in an individual capacity)

State of Illinois

County of Cook

This instrument was acknowledged before me on 11/9/2020
_____ (date) by Jaroslava Chelminski

(name of person).

(seal)

[Signature]
signature of notary public



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CHICAGO TITLE
COMPANY

EXHIBIT A

Order No.: 20ST02988PK

For APN/Parcel ID(s): 13-08-109-025-0000

Parcel 1:

Lot 35 in Block 8 in Kinsey's Forest Gardens No. 2, a Subdivision of that part of the Southwest Quarter of Section 5, and all that part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 40 North, Range 13 East of the Third Principal Meridian, (lying South and West of Chicago and Northwestern Railroad) in Chicago, Cook County, Illinois.

Parcel 2:

Lot 11 (Except the East 20 feet thereof) in Block 5 in Free's Addition to Jefferson, being a Subdivision of part of the Southeast 1/4 of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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7091277-2338-09/14/20-DR - Bui 120.00



CERTIFICATE OF ZONING COMPLIANCE

Department of Planning
and Development
City Hall, Room 905
121 N. La Salle Street
Chicago, IL 60602-1211

Phone: 312-744-5777
TTY: 312-744-2950
No fax filing permitted
Hours: 8:30 a.m.- 4:15 p.m.

Date Received:

This Certificate may be picked up on:

After 7 days, this Certificate will be mailed to the Owner listed in Section 4.

A Certificate of Zoning Compliance certifies the number of dwelling units at a property that are legal under the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago). This form is for use with buildings containing one to five dwelling units that are not condominiums or co-ops. Please read the instructions and disclaimers on both sides of this form before filling out this application.

Part One: Application for Certificate of Zoning Compliance

INSTRUCTIONS: This section must be filled out completely, signed by the owner or the owner's agent, and presented in person or by mail to the Department of Planning and Development. Payment of a \$120.00 fee is required at the time this application is filed, payable to "City of Chicago." Please clearly print or type.

1. Address of the Property: 5440 N Mobile Ave
2. PIN: 13 - 08 - 109 - 025 - 0000

3. Number of Dwelling Units at the Property	Main or Front Building	Rear or Other Building
Basement		
First Floor	1-0-0	
Second Floor		
Third Floor		
Other (specify)		
Total:	1-0-0	

4. Owner Information:

Name: Karl and Kari Schlezny
 Address: 5440 N Mobile Ave
 City: Chicago State: IL Zip: 60636

5. Contact Person:

Name: CS
 Phone: 773-774-8208

6. I, the undersigned, certify that the information provided above is true, correct, and complete.

Signature: [Signature] Date: 9/14/2020
 Print Name: Andrew Owner Agent

DEPARTMENT OF PLANNING AND DEVELOPMENT ONLY
DO NOT FILL IN BELOW THIS LINE.

Part Two: Certificate of Zoning Compliance

The application is: Approved Denied

DISCLAIMER: This Certificate does not certify a dwelling unit's compliance with the Chicago Building Code or the permit requirements of the Chicago Building Code.

photo SFR

CERTIFIED

ZONING COMPLIANCE

One (1)

Certified as One (1) total dwelling units

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FULL PAYMENT CERTIFICATE City of Chicago Department of Finance 333 South State Street - Suite 330 Monday-Friday 8:30 AM - 4:30 PM ipc@cityofchicago.org	CERTIFICATE #: 1295846	DATE: 09/13/2020
	BOOK	Page
	MC#(s)	A.K.A.

APPLICATIONS ARE REQUIRED FOR ALL TRANSFERS OF PROPERTY. SEPARATE APPLICATIONS ARE REQUIRED FOR EACH PROPERTY TO BE TRANSFERRED. FPC Fee is \$50 per application. The FPC fee is waived if the subject property is exempt from the City of Chicago Real Property Transfer Tax. Application # 1 OF 1 (QTY)

1. PREMISES INFORMATION

PREMISES ADDRESS(ES): 5440 N MOBILE AVE

PROPERTY INDEX # (S): _____

ADDITIONAL INFORMATION:

Single Family

2. BUYER/GRANTEE INFORMATION

NAME: JAROSLAW AND ANNA CHELMINSKI

EMAIL: _____

PHONE: 773-384-8200

BUYER REQUESTS FUTURE BILL BE MAILED TO:

NAME: JAROSLAW AND ANNA CHELMINSKI

ADDRESS: 5440 N MOBILE AVE CHICAGO IL 60630

3. SELLER/GRANTOR INFORMATION

NAME: KARL AND KARI SCHLENZING

EMAIL: _____

PHONE: 773-384-8200

4. APPLICANT INFORMATION

COMPANY NAME: Chicago Land Agency Services

NAME: James Duga

EMAIL: jduga@ctclias.com

PHONE: _____

ACKNOWLEDGMENT - Applicant, as named above, requests that the City of Chicago update its billing records to reflect the transfer or pending transfer of the above premises that is the subject of this application. If new service charges accrue to the account prior to transfer of ownership of the subject property, the Department of Finance reserves the right to recalculate the balance owed. Under penalties provided by law pursuant to Section 1-109 of the Code of Civil Procedure, Applicant certifies that the statements set forth in this document are true and correct. Applicant acknowledges that persons who make material false statements may be fined not less than \$500, nor more than \$1,000, plus three times the City's damages. Litigation costs, collection costs, and attorney's fees pursuant to Section 1-21-010 of the Municipal Code of Chicago.

Applicant acknowledges that if he, she or it acquired the above listed premises pursuant to a judicial foreclosure, any full payment certificate issued pursuant to this application will reflect a zero balance as of the execution date shown on the judicial deed, not as of the date of this application.

Initial here if property acquired pursuant to judicial deed.

Acct# <u>397553-397553</u>	Utility Charge \$ <u>50</u>	FPC CHARGE \$ <u>50</u>
Acct# _____	Utility Charge \$ _____	FPC CHARGE \$ _____
Acct# _____	Utility Charge \$ _____	FPC CHARGE \$ _____
Based Upon <input type="checkbox"/> FINAL METER READING TAKEN	<input checked="" type="checkbox"/> NON-METERED	
1. CLOSING BASED UPON A FINAL METER READING MUST OCCUR WITHIN 60 DAYS OF EITHER: (A) THE FINAL READING DATE, OR (B) THE AUTHORIZATION DATE, WHICHEVER IS EARLIER		
2. CLOSING BASED UPON A NON-METERED TERM MUST OCCUR WITHIN 60 DAYS OF THE AUTHORIZATION DATE		
3. ATTORNEYS ARE RESPONSIBLE FOR PRORATING FROM THE DATE ABOVE TO THE DATE OF CLOSING. CHARGES THAT ACCRUE AFTER THIS DATE WILL BE TRANSFERRED TO THE BUYER.		
CERTIFICATION AUTHORIZED BY: <u>J Duga</u> AUTHORIZATION DATE: <u>09 / 13 / 2020</u> FPC COMPLETION DATE: <u>09 / 13 / 2020</u>		

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