Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#. 2104806007 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/17/2021 08:03 AM Pg: 1 of 9



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 24-29-411-028-0000

Address:

Street:

5864 W 127th ST

Street line 2:

City: ALSIP

ZIP Code: 60803

Execution date: 1/12/2021

Lender: FIRST AMERICAN BANK

BOTTOWER: CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTED UNDER THE PROVISIONS OF A CERTAIN

TRUST AGREEMENT DATED 7.25.17 AND KNOWN AS TF.UST NUMBER 8002373261

Loan / Mortgage Amount: \$30,000.00

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 or person.

Certificate number: C973ADA1-F354-4536-AE8A-D1B4BE6242F1

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RECORDATION REQUESTED BY: FIRST AMERICAN BANK P.O. BOX 307 201 S. STATE STREET HAMPSHIRE, IL 60140

WHEN RECORDED MAIL TO: FIRST AMERICAN BANK P.O. BOX 307 201 S. STATE STREET HAMPSHIRE, IL 60140

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

MICHAEL RETTBERG, LOAN PROCESSOR
FIRST AMERICAN BANK
P.O. BOX 307
HAMPSHIRE, IL 60140



*############################074501122021*****

1371801-04

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtodness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$35,000.00.

THIS MORTGAGE dated January 12, 2021, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED 7.25.17 AND KNOWN AS TRUST NUMBER 8002373261, (referred to below as "Grantor") and FIRST AMERICAN BANK, whose address is P.O. BOX 307, 201 S. STATE STREET, HAMPSHIRE, IL 60140 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated July 25, 2017 and known as TRUST NUMBER 8002373261, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

LOT 199 IN CHIPPEWA RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5864 W 127th ST, ALSIP, IL 60803. The Real

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UNOFFICIAL COPY MORTGAGE (Continued)

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Property tax identification number is 24-29-411-028-0000.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of established shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make allumines to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the tests outstanding balance owing at any one time, not including finance charges on such belience at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any wints expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the helatese outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Limit as provided in the Credit Limit as provided in the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Limit as provide

THIS MORTGAGE, MIDLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL INTEREST, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IN INTERDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENGINEERANCES, INCLUTING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LINKS ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MINIMAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PROMERMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness and ured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Someway and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and the Property; (2) use, operate or manage the Property, and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Spheteries. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, dispessal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or combitation in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed has hold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of cenveyance of an interest in the Real Property. However, this option shall not be

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MORTGAGE (Continued)

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exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due and except as otherwise provided in this Mortgage.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endrasements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure or give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, is as security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Credit Agreement; or (3) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Mortgage:

Titie. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property

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UNOFFICIAL COPY MORTGAGE (Continued)

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description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the the Property against the lawful claims of all persons.

Existing indebindance. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing liam. The liam of this Mortgage securing the indebtedness may be secondary and inferior to an existing liam. Granter expressly covenants and agrees to pay, or see to the payment of, the Existing indebtedness and to prevent any default on such indebtedness, any default under the instruments exidencing auxi indebtedness, or any default under any security documents for such indebtedness.

Full Performance. If corrower and Grantor pay all the Indebtedness when due, terminates the credit line account, and Grantor commisse performs all the obligations imposed upon Grantor under this Mortgage, Lender shall assente and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

Events of Default. Grantor will be in default under this Mortgage if any of the following happen: (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example of false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (2) Borrower does not meet the applyment terms of the Credit Agreement. (3) Grantor's action or inaction adversely affects the collateral or Lander's rights in the collateral. This can include, for example, failure to maintain required insurance, wants or destructive use of the dwelling, tailure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, fatecipeure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Rights and Remailes on Default. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lenders option, may exercise any one or more of the following rights and remedies, in addition to any other matter or remedies provided by law:

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

UCC Remarks. With respect to all or any part of the Personal Property, Lender shall nave all the rights and remarks of a secured party under the Uniform Commercial Code.

Judicial Ferrolecure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to said all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Election of Remedips. All of Lender's rights and remedies will be cumulative and may be exercised alone or tegether. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to

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MORTGAGE (Continued)

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declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' 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 Lender incurs that in Lender'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 Credit Agreement 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, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including 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 and title insurance, to the extent permit expenses by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Future Escrow Requirements upon Default. At Lender's request, which request shall be in the sole and absolute discretion of Lender, or your the occurrence of an Event of Default, Borrower shall pay monthly into a reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender. Upon establishment of a reserve account, Borrower shall deposit into the reserve account an initial amount, when added to the amounts to be paid into the reserve account, deemed to be sufficient by Lender to make timely payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Borrower shall further pay a monthly pro rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower shall pay the difference on demand of Lender. All such payments shall be carried in an interest free reserve account with the Lender. Lender shall have the right to draw upon the reserve account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All anicun's in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon occurrence of an Event of Default.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Mortgage:

Governing Law. This Mortgage will be governed by federal law applicable to Lander 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 Mortgage has been accepted by Lender in the State of Illinois.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Grantor's Llability. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and

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UNOFFICIAL COPY MORTGAGE (Continued)

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agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor personally to pay the Credit Agreement or any interest that may accrue thereon, or any other indebtations under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or intelled, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so the Grantor and its successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Credit Agreement and Indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and herein or by action to enforce the personal land of any Guarantor or obligor, other than Grantor, on the Credit Agreement.

Definitions. The A do wing words shall have the following meanings when used in this Mortgage:

Marrower. The word "Borrower" means any and all persons and entities signing the Credit Agreement.

Gradit Agramment. The words "Credit Agreement" mean the credit agreement dated January 12, 2021, with credit limit of \$30,00000 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index established is 3.250% per annum. If the index increases, the payments tied to the index, and therefore the istall amount secured hereunder, will increase. Any variable interest rate tied to the index shall be chimited as of, and shall begin on, the commencement date indicated for the applicable payment assume. NOTICE: Under no circumstances shall the interest rate on this Credit Agreement be less than \$300% per annum or more than the losser of 18.000% per annum or the maximum rate allowed by applicable law. The maturity date of the Credit Agreement is February 1, 2031. NOTICE TO GRANTON THE CREDIT AGREEMENT CONTAINS & VARIABLE INTEREST RATE.

Invironmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, including statement and ordinances relating to the projection of human health or the environment, including statement limitation the Comprehensive Environments' Response, Compensation, and Liability Act of 1988; as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Resulterisation Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Santien 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness (secribed in the Existing Liene provision of this Mortgage.

Grantor. The word "Grantor" means CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain Trust Agreement dated July 25, 2017 and known as trust number 8002373261. The Grantor is the mortgagor under this Mortgage.

expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of medifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses industred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means FIRST AMERICAN BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit

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MORTGAGE (Continued)

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Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

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

Property. The word "Property" means collectively the Real Property and the 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, mortgages, deeds of trust, security deeds collateral mortgages, and all other instruments, agreements and documents, whether now or hereaffer existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means CHICAGO TITLE LAND TRUST COMPANY, whose address is 1701 GOLF RD SUITE 1-102, ROL'LING MEADOWS, IL 60008, and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

By(

TRUST NUMBER 8002373261

CHICAGO TITLE LAND TRUST COMPANY, not parsonally but as Trustee

under that contain trust agreement dated 59 25-2017 and known as

CORPORATE

SEAI

TRUST NUMBER 8002373291.

Authorized Signer for

CHICAGO

⊗RUST

Ch

COMPANY

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UNOFFICIAI MORTGAGE (Continued)

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| execute this M | North and | in fact exec | ited the Mortga | age on behali Residin | f of the trus | | Wead | aus, I |
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