

UNOFFICIAL COPY

6. OBLIGATION DEFINED. The term "Obligation" includes the following: A. A promissory note executed by CHARLES T. NUSSBAUM and JANICE NUSSBAUM (Borrower) and payable to the order of Bank dated April 22, 1988 (Note), evidencing a loan (Loan) to Borrower in the principal amount of \$100,000.00, and all extensions, renewals, modifications, or

5. LENS. Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

4. CONVEYANCE. In consideration of the Loan and Obligations (hereafter defined), and to secure the Obligation (which includes the Note according to its specific terms and the obligations in the Mortgage), Mortgagor hereby bargains, grants, mortgages, conveys and warrants to Bank, as Mortgagor, its successors and assigns, the following described property (Property):

LOT 10 IN REINWALD'S ADDITION TO WILMETTE, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY ADDRESS: 2815 GREENWOOD AVE., WILMETTE, IL 60091. PIN# : 05-28-411-004

3. NOTE. CHARLES T. NUSSBAUM and JANICE NUSSBAUM (Borrower) have executed a promissory note dated April 22, 1988 (Note) in the principal amount of \$100,000.00 and payable to the order of Bank with interest from the date of disbursement on the unpaid balance at the rate of 9.5% per annum. After maturity, the Loan shall continue to bear interest at the aforesaid rate and on the same terms as stated above on the balance which is not paid at maturity, including maturity by acceleration until paid in full. The Loan and Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under applicable federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest, such excess shall be applied to reduce the principal amount outstanding. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower. All fees and charges, accrued, assessed or collected shall be amortized and prepaid over the full term of the Loan for purposes of determining the Maximum Lawful Interest. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed.

2. OBLIGATIONS LIMIT. The maximum obligation amount which is secured by this Mortgage shall not exceed \$320,000.00, plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses and plus any sums advanced by Bank (plus interest) to protect the Property or collect the Obligation. This limit does not constitute a commitment by Bank to make any additional advances.

1. DATE AND PARTIES. The date of this real estate mortgage (Mortgage) is April 22, 1988, and the parties and their mailing addresses are the following:

MORTGAGOR:
CHARLES T. NUSSBAUM
2815 GREENWOOD AVE.
WILMETTE, ILLINOIS 60091
HUSBAND OF JANICE NUSSBAUM
JANICE NUSSBAUM
2815 GREENWOOD AVE.
WILMETTE, IL 60091
WIFE OF CHARLES T. NUSSBAUM

BANK:
LAKEVIEW BANK
141 W. Jackson Blvd., Suite 212
Chicago, Illinois 60604
(as Mortgagee)

REAL ESTATE MORTGAGE
To Secure a Loan
From LAKEVIEW BANK

88254350

*** Re-Record due to lack of Notarization

88173392

PROPERTY ADDRESS: 2515 Greenwood Ave. IL-79-100766
Wilmington, Illinois
PIN#: 05-29-111-004

402810 DC

052845288

UNOFFICIAL COPY

Property of Cook County Clerk's Office

12. PROPERTY OBLIGATIONS. Mortgagor shall promptly pay all taxes, assessments, levies, water rates, other rates, insurance premiums and all amounts due on any encumbrances. If any, as they become due, Mortgagor shall provide written proof to Bank of such payment(s).

11. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for the Loan or all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession of the Property to the extent not prohibited by law, or the court may appoint or place of mortgage in possession, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, and expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Loan or the Obligation.

10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Note and all Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer, or sale by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer, or sale shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the obligations of the Note and this Mortgage are fully paid.

9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal and accrued interest on the Note, the Loan and all Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

8. "DUE ON SALE OR ENCUMBRANCE". If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below H. A transfer of a substantial part of Mortgagor's money or property; or H. A failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; F. A good faith belief by Bank at any time that Bank is insolvent, that the prospect of any payment is impaired or that the Property is impaired; E. Mortgagor dies, disposes, voluntarily or involuntarily terminates existence, becomes insolvent, makes an assignment for the benefit of creditors, appoints a receiver or causes to be appointed a receiver or conservator or causes to be commenced (whether voluntarily or otherwise) any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or any co-signer, endorser, surety or guarantor for Borrower; D. A making or furnishing of any representation, statement or warranty in this Mortgage, on any application for credit, or on any other written agreement, instrument or document supplied to Bank by or on behalf of Mortgagor which is or becomes false or incorrect in any material respect; C. A making or furnishing of any warranty, representation or statement to Bank by or on behalf of Mortgagor which is or becomes false or incorrect in any material respect; B. A default or breach under any of the terms of the Note, the Loan, any construction loan agreement, any loan agreement, this Mortgage, any other mortgage, any security agreement, deed of trust, trust deed, or any other instrument securing, guaranteeing or relating to the Loan, the Note or any Obligation; A. Failure to pay any payment required under the Loan or any Obligation; The Events of Default are:

7. ASSIGNMENT OF LEASES AND RENTS. Mortgagor covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorney's fees and parafiscal fees) shall bear interest from the date of such expenditure at the same rate set forth in the Note, shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligation and recoverable as such in all respects.

6. EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are: A. Failure to pay any payment required under the Loan or any Obligation; B. A default or breach under any of the terms of the Note, the Loan, any construction loan agreement, any loan agreement, this Mortgage, any other mortgage, any security agreement, deed of trust, trust deed, or any other instrument securing, guaranteeing or relating to the Loan, the Note or any Obligation; C. A making or furnishing of any warranty, representation or statement to Bank by or on behalf of Mortgagor which is or becomes false or incorrect in any material respect; D. A making or furnishing of any representation, statement or warranty in this Mortgage, on any application for credit, or on any other written agreement, instrument or document supplied to Bank by or on behalf of Mortgagor which is or becomes false or incorrect in any material respect; E. Mortgagor dies, disposes, voluntarily or involuntarily terminates existence, becomes insolvent, makes an assignment for the benefit of creditors, appoints a receiver or causes to be appointed a receiver or conservator or causes to be commenced (whether voluntarily or otherwise) any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or any co-signer, endorser, surety or guarantor for Borrower; F. A good faith belief by Bank at any time that Bank is insolvent, that the prospect of any payment is impaired or that the Property is impaired; G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; H. A transfer of a substantial part of Mortgagor's money or property; or I. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below

5. In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept or agree to accept payments of installments of rent to become due thereunder. The rent and all Obligations shall become due at the option of Bank if Mortgagor fails or refuses to comply with the provisions of the paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgage, any person purporting to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compliance with the provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

4. All future advances to Borrower from Bank (regardless of whether or not the Mortgage is specifically referred to in the evidence of substitutions of the Note: B. all future advances to Borrower with regard to such future and additional indebtedness); C. all other obligations to the extent the taking of the Property as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's behalf as authorized by this Mortgage and liabilities as guarantor, endorser or secondary, liquidated or unliquidated, or joint, several, or joint and several; and D. Borrower's performance of any terms in this Mortgage, any other mortgage, any deed, any trust deed, any assignment of beneficial interest, any loan agreement, any construction loan agreement, any other Assignment, any security agreement or any other agreement which secures or relates to the Note or Loan.

3. In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property. The phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interest; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choice or inchoate, any of which is superior to the lien created by this Mortgage.

2. In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property. The phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interest; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choice or inchoate, any of which is superior to the lien created by this Mortgage.

1. In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property. The phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interest; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choice or inchoate, any of which is superior to the lien created by this Mortgage.

051455888

UNOFFICIAL COPY

Property of Cook County Clerk's Office

- 13. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank, in an amount at least equal to the amount of the Obligation. Such insurance shall contain the standard "Mortgagee Clause" and shall name and endorse Bank as mortgagee. If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Note or any Obligation secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagee shall deliver to Bank evidence of such coverage and copies of all notices and renewals relating thereto. Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. If the event Mortgagee fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".
- 14. WASTE. Mortgagee shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
- 15. CONDITION OF PROPERTY. As to the Property, Mortgagee shall:
 - A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
 - B. refrain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvements thereon;
 - C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property;
 - D. not permit the Property to become subject to or contaminated by or with waste;
 - E. prevent the spread of noxious and damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.
- 16. SPECIAL INDEMNIFICATION. Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, suits, damages, losses, expenses of action, including, without limitation, punitive damages, violations, environmental response and/or clean-up costs, fines, penalties and expenses (including, without limitation, reasonable court costs, attorneys' fees, and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagee; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and bota; and any private suits or court injunctions.
- 17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable efforts to give Mortgagee prior notice of any such inspection. That Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.
- 18. PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenants, obligations or agreements contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially impairs Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.
- 19. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Loan or Obligation, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the generally incurred, filing fees, attorney's fees, witness fees, costs of publication, costs of procuring abstracts of title, Torrens certificate, foreclosure running, title insurance policies, reasonable attorneys' fees, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligation and shall bear interest at the rate provided for by the Obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.
- 20. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement thereon) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagee will promptly give written notice to Bank of the institution of such proceedings. Mortgagee further agrees to notify Bank of any attempt in purchase or appropriation of the Property or any easement thereon, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagee further agrees and agrees that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagee also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank. When paid, such awards shall be used, at Bank's option, toward the payment of the Note, any Obligations or payment of taxes, assessments, penalties or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Any amount not so used shall be applied to the Obligations. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagee shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.
- 21. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligation or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

173392

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

88254350

HE 173392

My Commission Expires Jan. 29, 1989

NOTARY PUBLIC

My commission expires:

act, for the use and purpose set forth.

instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the instrument as (his) his free and voluntary

On the 22nd day of April, 1988, I, Charlotta N. Nussbaum, personally known to me to be the same person whose name is subscribed to the foregoing

a notary public, certify that CHARLES T. NUSSBAUM, HUSBAND OF JANICE NUSSBAUM, and acknowledged that (s)he signed and delivered the instrument as (his) his free and voluntary

COUNTRY OF Cook

STATE OF Illinois

Charlotta N. Nussbaum
Charlotta N. Nussbaum

JANICE NUSSBAUM
individually

CHARLES T. NUSSBAUM
individually

MORTGAGOR:

30. ACKNOWLEDGEMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

29. GENERAL. The headings at the beginning of each paragraph in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.

28. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

27. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.

26. HELD UNENFORCEABLE. If any provision of this Mortgage should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage or the remaining provisions of this Mortgage.

25. BANK MAY PAY. If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to do, Bank may, at its option:

A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;

B. pay, when due, installments of any real estate tax imposed on the property; or

C. pay or perform any other obligations relating to the Property which accrue, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys fees and paralegal fees. Such payments when made by Bank shall be added to the principal balance of the Note and Obligation and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of the Note and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

24. PARTIAL FORECLOSURE. In case of default in the payment of the Note or any Obligation or in case of default in the performance of any tax, insurance premium, cost or expense of the filling of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default against the Property or any part thereof which may be sold subject to the remaining unpaid balance of the Note or any Obligation. This Mortgage shall continue as a lien for such unpaid balance of the Note or any Obligation.

The acceptance by Bank of any sum in payment or partial payment on the Note or any Obligation after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Note or any Obligation, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges of Bank under the Note, this Mortgage, other loan documents, the law or equity.

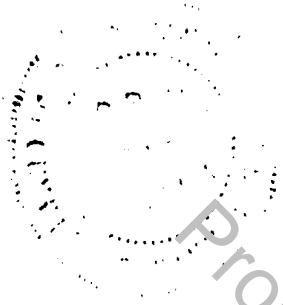
23. NO WAIVER BY BANK. Bank's forbearance from or delay in the exercise of any of its rights, remedies, privileges or right to insist upon strict performance of any covenants or agreements of Mortgagor contained in the Note, this Mortgage or other loan documents shall not be construed as a waiver of any duty or obligation of Mortgagor or any right, remedy or privilege of Bank provided in the Note, this Mortgage or other loan documents or by law for any default, breach or misrepresentation by Mortgagor.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

22. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies

- A. homestead;
 - B. exemptions;
 - C. redemption;
 - D. right of reinstatement;
 - E. appraisement;
 - F. marshaling of liens and assets; and
 - G. statutes of limitations.
- Mortgagor may now have or acquire in the future relating to:

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

15.05

-88-173392

88254350

88254350

88173392

DEPT-01 RECORDING
TRAN 6470 04/26/88 10:10:00
#3339 + C * -38-173392
COOK COUNTY RECORDER
\$15.25

DEPT-01 RECORDING
TRAN 6307 06/10/88 16:50:00
#6290 #.B * -00-254350
COOK COUNTY RECORDER
\$15.00

Please return this document after recording to LAKESIDE BANK, 141 W. Jackson Blvd., Suite 1212, Chicago, Illinois 60604.
This document was prepared by LAKESIDE BANK, 141 W. Jackson Blvd., Suite 1212, Chicago, Illinois 60604.

My commission expires Feb. 15, 1989

Charles T. Nussbaum
NOTARY PUBLIC

My commission expires: _____
before me this day in person, and acknowledged that (s)he signed and delivered the instrument as (her) his free and voluntary act, for the uses and purposes set forth.
On the 22nd day of April, 1988, I, *Charles T. Nussbaum*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me the day in person, and acknowledged that (s)he signed and delivered the instrument as (her) his free and voluntary act, for the uses and purposes set forth.

a notary public, certify that JANICE NUSSBAUM, WIFE OF CHARLES T. NUSSBAUM, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me the day in person, and acknowledged that (s)he signed and delivered the instrument as (her) his free and voluntary act, for the uses and purposes set forth.

8173392



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

61219

89254350