

UNOFFICIAL COPY

89179220

MORTGAGE (Illinois) For Use With Note Form No. 1447

(Above Space For Recorder's Use Only)

THIS INDENTURE, made April 21, 1989, between Independent Trust Corporation, as Trustee u/t/a dated April 15, 1989 and known as Trust No. 20108

herein referred to as "Mortgagors," and Mid Continent Builders, Inc., an Illinois corporation 600 Holiday Plaza Drive, Suite 300, Matteson, Illinois 60443 herein referred to as "Mortgagee," witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Four Hundred Thousand and no/100

DOLLARS (\$ 400,000.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the

day of April 19, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in Mid Continent Builders, Inc., 600 Holiday Plaza Drive, Suite 300, Matteson, Illinois 60443.

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

City of East Hazel Crest, COUNTY OF Cook

See Exhibit A attached hereto and made a part hereof

DEPT-01 RECORDING \$2.00 12222 IRAM 2358 04/21/89 09:46:00 45799 # B 89-179220 COOK COUNTY RECORDER

DEPT-01 RECORDING \$12.00 12222 IRAM 2358 04/21/89 09:46:00 45799 # B 89-179220 COOK COUNTY RECORDER

ninetieth day after the date hereof

or before

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or fixtures now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, and beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is Independent Trust Corporation, as Trustee u/t/a dated April 15, 1989

This Agreement is signed by INDEPENDENT TRUST CORPORATION not individually but solely as Trustee u/t/a dated April 15, 1989 Trust No. 20108

Trust Agreement known as Trust No. 20108. Said representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee aforesaid and not otherwise in said property which may result herefrom, individually are those of its beneficiaries only and no liability is assumed by or shall be incurred against the TRUST CORPORATION, or any person interested beneficially, and on the Rider attached hereto

or otherwise in said property which may result herefrom, individually are those of its beneficiaries only and no liability is assumed by or shall be incurred against the TRUST CORPORATION, or any person interested beneficially, and on the Rider attached hereto

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Independent Trust Corporation, (Seal) as Trustee aforesaid (Seal)

By: Thomas J. Sterba (Seal)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Sterba

"OFFICIAL SEAL" RUTH A. CORDER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Mar 28, 1993

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 21st day of April 1989 Commission expires March 28 1993 Ruth A. Corder

This instrument was prepared by Julie L. Galassini, Esq., Rudnick & Wolfe, 203 N. LaSalle Suite 1800, (NAME AND ADDRESS) Chicago, Illinois 60601

MAIL TO: NAME Julie L. Galassini, Esq. Rudnick & Wolfe ADDRESS 203 North LaSalle Street Suite 1800 CITY AND STATE Chicago, Illinois ZIP CODE 60601

ADDRESS OF PROPERTY: Vacant land located in East Hazel Crest, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS MORTGAGE. SEND SUBSEQUENT TAX BILLS TO: Weglarz Company 15255 S. (Name) 94th Avenue Orland Park, IL 60462 (Address)

OR RECORDER'S OFFICE BOX NO. 4110

DOCUMENT NUMBER 89179220

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, cancel or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby, such as relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with an inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or other claim thereof.

9. Mortgagors shall pay each item of indebtedness hereby secured, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the premises. Mortgagee may deem it to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of the mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after service of a notice to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby; or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

reasonable

place the mortgage in possession of the premises.

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CO

concurrently with

02262168

THIS RIDER TO MORTGAGE (this "Rider") is made as of this 21 day of April, 1989, by and between Independent Trust Corporation, as Trustee under Trust Agreement dated April 15, 1989 and known as Trust No. 20108 ("Mortgagor"), and Mid-Continent Builders, Inc., an Illinois corporation ("Mortgagee").

RIDER TO MORTGAGE

1. This Rider and the Mortgage shall, for any and all purposes, be deemed to be one instrument. In the event of any conflict or inconsistency between the terms and provisions of this Rider and the terms and provisions of the Mortgage, the terms and provisions of this Rider shall, in all instances, control and prevail. Except as expressly defined or modified in this Rider, all words and phrases which are defined in the Mortgage shall have the same meaning in this Rider as is ascribed to such words and phrases in the Mortgage.

2. Mortgagor shall have the right to prepay the indebtedness secured by this Mortgage without premium or penalty, in part or in whole, at any time and from time to time.

3. Mortgagor will not, without the prior written consent of Mortgagee (which consent may be withheld), execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the premises (hereinafter called "Subordinate Mortgage"). In the event of consent by Mortgagee to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Mortgagor will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Mortgagee not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect:

(a) That the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest and assignment evidenced by this Mortgage and each term and provision hereof;

(b) That if any action or proceeding shall be brought to foreclose the Subordinate Mortgage, written notice of the commencement thereof will be given to Mortgagee contemporaneously with the commencement of such action or proceeding.

IN WITNESS WHEREOF, the undersigned has executed this Rider to Mortgage as of the day and year first above written.

MORTGAGOR: INDEPENDENT TRUST CORPORATION,

as Trustee as aforesaid.

By: *[Signature]*

All representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the INDEPENDENT TRUST CORPORATION personally as a result of the signing of this instrument.

This Agreement is signed by INDEPENDENT TRUST CORPORATION not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 20108. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result herefrom, shall be payable only out of any trust property which may be held hereunder. Any and all personal liability of INDEPENDENT TRUST CORPORATION, or any person interested beneficially or otherwise in said property is hereby expressly waived by the parties hereto and their respective successors and assigns.

UNOFFICIAL COPY

STATE OF CALIFORNIA

OSSEPT 1981

ARTICLE IV, SECTION 16, SUBSECTION (b)

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, BEING DULY ORGANIZED AND COMING TO A REGULAR MEETING, HAS CONSIDERED AND ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 100000, APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, THIS 15TH DAY OF SEPTEMBER, 1981, CONCERNING THE APPOINTMENT OF THE COUNTY CLERK TO THE COUNTY CLERK'S OFFICE.

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing resolution, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of September, 1981.

My Commission Expires _____

NOTARY PUBLIC FOR THE STATE OF CALIFORNIA

(b) THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 100000

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, THIS 15TH DAY OF SEPTEMBER, 1981, CONCERNING THE APPOINTMENT OF THE COUNTY CLERK TO THE COUNTY CLERK'S OFFICE.

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RESOLUTION NO. 100000

89179220

S10-11A-BE-6E

F10-11A-BE-6E

E10-11A-BE-6E

L10-60A-BE-6E : NID

Property of

BEGINNING AT THE SOUTHWEST CORNER OF LOT 39 IN HOMWOOD COURT APARTMENTS FIRST ADDITION (BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AS PER PLAT THEREOF RECORDED JANUARY 12, 1978 AS DOCUMENT NUMBER 24283365); AND RUNNING THENCE (THE FOLLOWING 3 COURSES BEING ALONG THE BOUNDARY OF THE AFORESAID HOMWOOD COURT APARTMENTS SUBDIVISION FIRST ADDITION) NORTH 00 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 145 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS WEST, A DISTANCE OF 185 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 443.82 TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 89 DEGREES 41 MINUTES 20 SECONDS EAST OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 149.63 FEET TO THE WEST LINE OF THE EAST 470 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 613.60 FEET TO THE NORTHEASTLY LINE OF PARCEL NUMBER T-1A-501.2 (THE FOLLOWING 2 COURSES BEING ALONG THE NORTHEASTLY LINE OF SAID PARCEL NUMBER T-1A-501.2) NORTH 74 DEGREES 44 MINUTES 59 SECONDS WEST, A DISTANCE OF 92.45 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS WEST, A DISTANCE OF 37.64 FEET TO THE POINT OF

THAT PART OF THE NORTH 58 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 2

LOT 37 (EXCEPT THE WEST 15 FEET), LOT 38 AND LOT 39 IN HOMWOOD COURT APARTMENT FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JANUARY 12, 1978 AS DOCUMENT NUMBER 24283365, IN COOK COUNTY, ILLINOIS.

PARCEL 1

Legal Description

EXHIBIT A

UNOFFICIAL COPY

RECORDED IN BOOK 100, PAGE 114

1871

1871

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1871.

NOTARY PUBLIC

COOK COUNTY, ILLINOIS

NOTARY PUBLIC

COOK COUNTY, ILLINOIS

NOTARY PUBLIC