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010039366

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 30, 1990.
The mortgagor is SONG HEE YANG AND GA HEE YANG, HIS WIFE
("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK
under the laws of UNITED STATES OF AMERICA, and whose address is
1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender").
Borrower owes Lender the principal sum of FIFTY THOUSAND
AND NO/100 Dollars (U.S. \$ 50,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on AUGUST 1, 2005. This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment
of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower
does hereby mortgage, grant and convey to Lender the following described property located in COOK
County, Illinois:

UNIT 1B IN 5445-55 NORTH CALIFORNIA CONDOMINIUM AS DELINEATED
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

JOV 22 2006
Cook County
Office

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS
AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTEINANT TO THE ABOVE DESCRIBED
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY
SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND
EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS
SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS,
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE
PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH
HEREIN.

13-12-210-059-1003

which has the address of 5445 CALIFORNIA-UNIT 1B, CHICAGO

(Street)
Illinois 60659 (Zip Code) ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

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RECORD AND RETURN TO:
BOX #165



BREPARER BY: **BARBARA HAWKINS**
OFFICIAL SEAL **CHERYL SCHWARTZ**
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES JAN. 5, 1992

NOTARY PUBLIC

My Commissons Express: 1-9-92

Given under my hand and affixed seal, this 30th day of July, 1996.

શેરેટન બેટ ફોર્મ્પ.

PERSONALLY known to me to be the same Person(s) whose title(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes

I, John J. Murphy, a Notary Public in the State of New York, do hereby certify that said County and State, do hereby certify that SONG HEE YANG AND GA HEE YANG, HIS WIFE

State of Illinois, COOK County ss:

(Space Below This Line For Acknowledgement)

John Doe
JOHN DOE VANG
- Bortner
(Soil)

SUNG HEE YANG - Bottom
(See)

BY SIGNING BELOW, Borrower, accepts and agrees to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with the Clerk of the County of _____.

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- | | | | | | | |
|---|---|--|--|--|--|--|
| <input checked="" type="checkbox"/> 1- Family Rider | <input type="checkbox"/> 2- Condominium Rider | <input type="checkbox"/> 3- Fixed Rate Rider | <input type="checkbox"/> 4- Planned Unit Development Rider | <input type="checkbox"/> 5- Assumption Rider | <input type="checkbox"/> 6- Adjustable Rate Assumption Rider | <input type="checkbox"/> 7- Other(s) [Specify] |
|---|---|--|--|--|--|--|

2.2. **Goals of the Security Instrument.** It is one of the more robust and reliable tools available to the security professional. It can be used to identify potential risks and threats to an organization's assets, as well as to detect and respond to incidents that may occur.

22. Whether in Homestead Borrower wills all right of homestead exemption in the Property without charge to Borrower. Borrower shall pay any recording costs.

The Proprietary and Confidentiality of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and other to the sums secured by this Security Instrument.

19. **Secrecy** Information may never be given to any source excepted by this section without authority from the commanding general or his chief of staff.

After acceptance and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of the

After 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) that failure to cure the default or to correct the defect specified in the notice may result in acceleration of the sum secured by this Security Instrument.

19. **Accelerated Remedies.** Lender shall give notice to Borrower prior to acceleration following Breach of any provision of this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the default; (c) a date, not less than days after notice of default, at which time Lender may proceed to foreclose or otherwise realize upon the security held by Lender.

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

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

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

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

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

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

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

11. Successors and Assigns Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon demand, to Lender or to Borrower requesting payment.

7. Protection of Lenders' Rights in the Prepetition; Aborigine Insurancce If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lenders' rights in this Security Instrument, or if there is a bankruptcy proceeding that may affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probable for continuation or to enforce laws or regulations), then Lender may do whatever is necessary to protect the value of the Property and Lender's rights in the Property (including any sums received by a Person which has priority over this Security Interest, appearing in court, paying reasonable fees and expenses on the Property to make repairs). Although Lender may take action under this paragraph, Lender may not make any payment to Lender.

6. **Preference and Maintenance of Property; Lessee's Duties.** Borroower shall not damage or substantially change the property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borroower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessee shall not merge unless

Onwards, Lender and Borrower and their respective successors and assigns shall have the right to receive payment of the amounts due under the Agreement and the Notes, and to exercise all rights and remedies available to them under the Agreement and the Notes, and under applicable law.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not there is any excess paid to Borrower. If Borrower abandons the property within 30 days of notice to Lender or fails to make arrangements to repair or restore the property or to pay sums secured by this instrument, whether or not there is any excess paid to Borrower, the insurance proceeds will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against such hazards as the City of Milwaukee may prescribe, and for the amounts and for the periods that other hazards for which Lender requires insurance, "extended coverage," and any other hazards for which Lender requires insurance.

Borrower shall promptly discharge any lien which it has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or deems enforcement against the obligor(s) secured by the lien in a manner acceptable to Lender; (c) removes from the property covered by this Security instrument all liens and encumbrances which are subordinate to the lien of this Security instrument; (d) conveys to the Lender's assigns which in the legal proceedings which in the Lender's opinion operate to prevent the Lender's right to foreclose of the lien or forfeiture of any part of the property; or (e) conveys to the Lender's assigns which in the Lender's opinion operate to prevent the Lender's right to foreclose of the lien or forfeiture of any part of the property.

4. **Charges** Unless Borrower shall pay all taxes, assessments, charges, times and amounts paid by the Proprietor which may accrue prior to the maturity date, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if no period specified, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of sums due to be paid under this paragraph. If Borrower

against to the sum of the sums secured by this Security Instrument, and if I thus have to pay more than my proportion to the sum of the properties in the liquidation of my interest, I will pay it.

Upon payment in full sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under parraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediate delivery, all sums received by Lender for this Security Instrument, less attorney's fees.

If the amount of the Funds held by Landlord, together with the future monthly payments of Funds payable prior to the due date of the securities items, shall exceed the amount required to pay the security items when due, the excess shall be, at Borrower's option, either principally repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds

Chances are you've seen it. It's the little box that asks if you'd like to apply for a new rewards credit card. It's a great way to earn points and miles, but it can also lead to debt if you're not careful.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may charge for holding and applying the Funds, analyze the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applies law permits to make such a charge. A charge assessed by Lender in connection with the purpose of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds.

on the day mortgagor's payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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CONDOMINIUM RIDER

010039366

THIS CONDOMINIUM RIDER is made this . 30TH day of . JULY . 19 . 90 . , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to . CITIBANK, FEDERAL SAVINGS BANK . (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: . 5445 CALIFORNIA-UNIT 1B, CHICAGO, ILLINOIS . 60659 .
(PROPERTY ADDRESS)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

. NORTH CALIFORNIA CONDOMINIUM .
(NAME OF CONDOMINIUM PROJECT)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owner Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

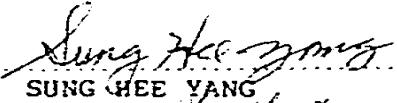
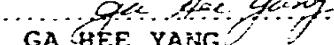
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


SUNG HEE YANG (Seal)
BORROWER

GA HEE YANG (Seal)
BORROWER

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Property of Cook County Clerk's Office

90402287

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RIDER - LEGAL DESCRIPTION

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UNIT 1B IN 5445-55 NORTH CALIFORNIA CONDOMINIUM AS DELINEATED
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 844 TO 849, BOTH INCLUSIVE, IN WILLIAM H. BRITIGAN'S
BUDLONG WOOD GOLF CLUB ADDITION NO. 3, BEING A SUBDIVISION
OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 (EXCEPT THAT
PART LYING NORTHEASTERLY OF LINCOLN AVENUE EXCEPT THAT
PART TAKEN FOR STREETS) IN SECTION 12, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT
26608850 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS.

13-12-210-059-1003

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED
JULY 30, 1990 A.D..

90432287

DPS 049

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Property of Cook County Clerk's Office
13-13-ST0-033-1001

THIS RECORD IS UNOFFICIAL AND SHOULD NOT BE USED AS A SUBSTITUTE FOR THE OFFICIAL RECORDS OF THE COOK COUNTY CLERK'S OFFICE. IT IS PROVIDED FOR YOUR INFORMATION ONLY. IT IS THE PROPERTY OF THE COOK COUNTY CLERK'S OFFICE AND IS SUBJECT TO REMOVAL IF IT IS DETERMINED THAT IT IS BEING USED IN AN UNAUTHORIZED MANNER.

RECORDED

AM 360