

AVONDALE PRIME LOAN **UNOFFICIAL COPY**

30511112

MORTGAGE
(Individuals)

Loan Number 70-900833-5R
90511112

THIS MORTGAGE is made this 11th day of October, 19 90,
between the Mortgagor,

James P. Naughton, married to Anita E. Andren (herein "Borrower"),
and the Mortgagee, AVONDALE FEDERAL SAVINGS BANK, a federally chartered savings bank, whose address is
20 North Clark Street, Chicago, Illinois 60602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$ 42,700.00) Dollars
("Maximum Amount"), or so much of that sum as may be advanced pursuant to the obligation of Lender (whichever
is lesser), and evidenced by Borrower's Note, providing for monthly payments of principal and/or interest and, with
the balance of the indebtedness, if not sooner paid, due and payable on October 10, 1995
("Maturity Date") unless extended pursuant to paragraph 22 hereof.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited
to, such obligatory future advances ("Future Advances") as are described in paragraph 18 hereof), the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the
performance of the covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage,
grant and convey to Lender the property legally described

in the attached Exhibit "A" located in the County of Cook, State of Illinois, which has the address of
233 E. Erie, Unit 1408, Chicago, Illinois 60611 ("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, water rights and water stock, and all
fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall
be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with
said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property, that the Property is unencumbered with the exception of those items, if
any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Pro-
perty, and that Borrower will warrant and defend generally the title to the Property against all claims and demands,
subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to
coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or
deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided
in the Note, including the principal of and interest on any Future Advances secured by this Mortgage.

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof, shall
be applied by Lender first in payment of interest due on the Note, then to principal of the Note, including any
amounts considered as added thereto under the terms hereof.

3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affect-
ing the Property, taxes, assessments and other charges, fines and impositions attributable to the Property which
may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall
promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make
payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall
promptly discharge any lien which has priority over this Mortgage with respect to any sum, including, but not limited to,
Future Advances.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Prop-
erty insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as
Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not
require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this
Mortgage and all other mortgages and trust deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; pro-
vided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Bor-
rower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard
mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and
renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums.
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of
loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or
repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this
Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the
excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender
within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim
for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to
restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall
not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the
amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest

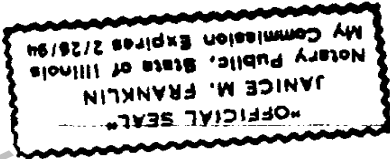
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Property of Cook County Clerk's Office



THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:
Edward D. Palasz, Vice President
Avondale Federal Savings Bank
20 North Clark Street
Chicago, Illinois 60602

My Commission expires:

I, _____ the undersigned, a Notary Public in and for said county and state, do hereby certify that James P. Naughton, married to Anita E. Andren _____ personally known to me to be the same persons (whose names) _____ is _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instruments as _____ his _____ free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this _____ 11th _____ day of _____ October _____ 19 _____ 90.

STATE OF ILLINOIS
COUNTY OF _____ Cook _____

Borrower

Borrower

Borrower

Borrower
James P. Naughton

Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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14. Governing Law; Severability. This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.

15. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the Property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.

16. Acceleration; Remedies. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. Future Advances. The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period no longer than the maturity date stated on the reverse side, or unless extended pursuant to paragraph 22, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower and also pay all costs of recordation, if any.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

21. Redemption Waiver. Except where this Mortgage covers any land which, at the time of execution thereof, is improved with a dwelling for use by not more than six families or is given to secure a loan to be used, in whole or in part, to finance the construction of dwelling for use by not more than six families and except where this Mortgage covers any land which, at the time of execution thereof, is used or intended to be used for agricultural purposes, the Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein, and each and every person to the full extent permitted by the provisions of applicable law.

22. Right to Extend. The Maturity Date, from time to time, may be extended for such time and upon such conditions as may be mutually agreed upon by Lender and Borrower; provided, however, in no event shall the Maturity Date be extended beyond a date more than twenty (20) years from the date of this Mortgage. NOTHING CONTAINED HEREIN SHALL IN ANY WAY OBLIGATE LENDER TO GRANT ANY EXTENSIONS OF THE MATURITY DATE. The extension of the Maturity Date, if any, shall not, unless otherwise agreed to, affect any of the terms, covenants and conditions of this Mortgage which shall remain in full force and effect throughout any of said extension periods.

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of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a Condominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower by regular first class mail at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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Parcel 1: Unit No. 1408 in Streeterville Center Condominium as delineated on survey of the following: All of the property and space lying above and extending upward from a horizontal plane having an elevation of 119.30 feet above Chicago City Datum (and which is also the lower surface of the floor slab of the ninth floor, in the 26-story building situated on the parcel of land hereinafter described) and lying within the boundaries projected vertically upward of a parcel of land comprised of Lots 20, 21, 22, 23, 24 and 25 (except that part of Lot 25 lying West of the center of the party wall of the building now standing on the dividing line between Lots 25 and 26), together with the property and space lying below said horizontal plane having an elevation of 119.30 feet above Chicago City Datum and lying above a horizontal plane having an elevation of 118.13 feet above Chicago City Datum (and which plane coincides with the lowest surface of the roof slab of the 8-story building situated on said parcel of land) and lying within the boundaries projected vertically upward of the South 17.96 feet of the aforesaid parcel of land, all in the subdivision of the West 394 feet of Block 32, except the East 14 feet of the North 80 feet thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to Declaration of Condominium Ownership and of easements, restrictions, covenants and by-laws for Streeterville Center Condominium Association recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26017897; together with its undivided percentage interest in the common elements.

Parcel 2: Easement for the benefit of Lot 25 of the right to maintain party wall as established by agreement between Edwin B. Sheldon and Heaton Owsley recorded August 11, 1892 as Document Number 1715549 on that part of Lots 25 and 26 in Kinzie's Addition aforesaid occupied by the West 1/2 of the party wall, all in Cook County, Illinois.

Parcel 3: All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Covenants, Conditions, Restrictions and Easements, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26017894, as granted for the benefit of Parcel 1, by a deed from American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated December 11, 1980 and known as Trust No. 51534 to Wendy Young dated October 1, 1981 and recorded October 2, 1981 as Document Number 26017895.

Permanent Tax Number: 17-10-203-027-1058

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COOK COUNTY RECORDER

#4523 # B * -90-511112
#2222 TRNN 6030 10/18/90 14:47:00

DEPT-01 RECORDING

\$18.25

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7 0 5 1 1 1 2

WAIVER OF HOMESTEAD RIDER

Anita E. Andren

is executing this instrument solely to waive any past, present or future homestead interest and marital rights in and to the subject premises commonly known as:

233 E. Erie, Unit #1408, Chicago, Illinois 60611

Street

City

State

ZIP Code

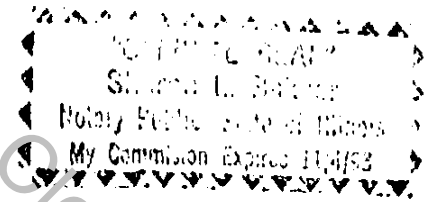
Anita E. Andren
Name Signature

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Anita E. Andren

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 acknowledge that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 10th day of

October, 1990

James P. Naughton
Notary Public



My commission expires: 11/01/93

This rider is attached to, made a part of, and incorporated by reference to the mortgage dated

and executed by

James P. Naughton

IAN 30808

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AVONDALE PRIME LOAN

CONDOMINIUM RIDER LOAN NUMBER
(Individuals)

70-900833-5R

THIS CONDOMINIUM RIDER is made this 11th day of October, 19 90, and is incorporated into and shall be deemed to amend and supplement a Mortgage (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to AVONDALE FEDERAL SAVINGS BANK a federally chartered savings bank located at 20 N. Clark St., Chicago, IL 60602 (herein "Lender") and covering the Property described in the security instrument and located at:
233 E. Erie, Unit 1408, Chicago, IL 60611
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Streeterville center Condominium
(Name of Condominium Project)
(Herein "Condominium Project")

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

- (i) Borrower's obligation under Covenant 4 to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (ii) the provisions in Covenant 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Covenant 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

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

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. IF BORROWER BREACHES BORROWER'S COVENANTS AND AGREEMENTS HEREUNDER, INCLUDING THE COVENANT TO PAY WHEN DUE CONDOMINIUM ASSESSMENTS, THEN LENDER MAY INVOKE ANY REMEDIES PROVIDED UNDER THE SECURITY INSTRUMENT, INCLUDING, BUT NOT LIMITED TO, THOSE PROVIDED UNDER COVENANT 11. MAY NOTIFY THE OWNERS ASSOCIATION THAT THE BORROWER IS IN DEFAULT UNDER THE TERMS OF HIS MORTGAGE, AND MAY REQUEST THAT THE OWNERS ASSOCIATION FURNISH A STATUS OF BORROWER'S ACCOUNT.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

James P. Naughton
James P. Naughton

Borrower

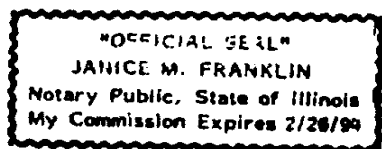
Borrower

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, James P. Naughton, the undersigned, a Notary Public in and for said county and state, do hereby certify that James P. Naughton

James P. Naughton personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of October, 19 90.



My Commission expires: Janice M. Franklin
Notary Public

I.W.U. 30808

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