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FIRST CHICAGO

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Equity Credit Line THIS MORTGAGE ("Secul

Mortgage

THIS MORTGAGE ("Se	BOURITY INSTRUMENT") IS GIVEN . LLDRED B. ASHFORD, HIS:VIFE	on <u>DECEMBER 2</u> , 1991. The mongagor
		("Borrower").
This Security Instrument is	given to The First Natio	nal Bank of Chicago
which is a National Ba	<u>nk</u> organized and existing u	nder the laws of <u>the United States of America</u> , Chicago "Illinois <u>60670 ("Lender")</u> . Borrower owes
Lender the maximum orinc	pal sum ofFIFTEEN	THOUSAND AND NO/100
Dollars (U.S. \$15.0	00.00), or the aggregate	unpaid amount of all loans, and any disbursements made
by Lender pursuant to the	at cortain Equity Credit Line	Agreement of even date herewith executed by Borrowe
("Agreement"), whichever is	s less. The Agreement is here	by incorporated in this Security instrument by reference, nent provides for monthly interest payments, with the ful
debt. If not paid earlier, due	e and payable five years from	the Issue Date (as defined in the Agreement). The Lender
will provide the Borrower w	vith a final payment notice at le	east 90 days before the final payment must be made. The
Agreement provides that	loans may be made from the	ne to time during the Draw Period (as defined in the nder in its sole discretion, but in no event later than 20
vears from the date hereo	of. All future loans will have the	he same lien priority as the original loan. This Security
Instrument secures to Len	der: (a) the repayment of the o	debt evidenced by the Agreement, including all principal,
Interest, and other charges	as provided for in the Agree	ment, and all renewals, extensions and modifications; (b)
the payment of all circles	ums, with interest, advanced t	under paragraph 6 of this Security Instrument to protect ormance of Borrower's covenants and agreements under
this Security Instrumen a	ind the Agreement and all re-	newals, extensions and modifications thereof, all of the
foregoing not to exceed tw	ice ine maximum principal sur	n stated above. For this purpose, Borrower does hereby
	ey to Lender the following di	escribed property located in <u>cook</u> County,
Illinois:		•
LEGAL DESCRIPTION SE	E ATTICUES	
	COOK POURT (1) LINDE	
	Fig. 1 at 1 at 1 at 1 at 1 at 1	
	1991 DEC 18 PH 12: 16	91664035
	1991 DEC 10 14 15 10	
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		46
Permanent Tax Number which has the address of	20-29-404-022	7
Permanent Tax Number		
which has the address of ("Prope		CHICAGO
illinois <u>ovezv</u> (Propu	inty Addross J.	
TOGETHER WITH all the	o improvements now or here:	ilter erected on the property, and all easements, rights,
appurtonances, ronts, roya	altios, minoral, oil and gas i	rights and profits, claims in domands with respect to
or hereafter a part of the	os milau for the taking by emi	inent domain, water rights and stock and all fixtures now and additions shall also be covered by this Security
Instrument. All of the foreg	joing is referred to in this Secur	ity Instrument as the "Property".
DOUDOWED COVENANT	TO that Bossoures in Inviduilly as	isod of the estate hereby, conveyed and has the right to
mortgage, grant and conve	by the Property and that the	Property is unencumbered, except for encumbrances of
record. Borrower warrants	s and will defend generally th	e title to the Property against all claims and demands,
subject to any encumbrance	es of record. There is a prior m	nortgage from Borrower to <u>NA</u>
	CIBIOGI	_ and recorded as document number_ttA
COVENANTS. Borrower	and Lender covenant and agree	io as follows: I promptly pay when due the principal of and interest on
the debt evidenced by the		Thompay bay when due the principal of and interest on
· · · · · · · · · · · · · · · · · · ·	•	
		by Londer shall be applied first to interest, then to other
charges, and then to princip	pai.	
3. Charges; Liens. Bo	rrower shall pay all taxes, assi	assments, charges, fines, and impositions attributable to
the Property, and leasehold	d payments or ground rents;	if any. Upon Londor's request, Borrower shall promptly
rurnish to Lender all notice	u biaq ed ot einuoma io eac	inder this paragraph. The Borrower shall make these irnish to Lender receipts evidencing the payments.
		CONTRACT OF THE PROPERTY OF TH

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 to Lender all receipts of rain premiums and renewal notices. 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, if the restoration or repair is economically feasible. Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. 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 then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice a given.

If under paragraph 18 the Property is acquired by Linder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the Pase, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower falls to proorm the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lier which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to dr so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of denower 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 Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. 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.
- 8. 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 fleu 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 falls 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.

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Door The Or Coll LOT 39 IN AURELIA STEGE'S RESUBDIVISION OF LOTS 1 TO 28, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 1 TO 28, BOTH INCLUSIVE, IN BLOCK 4 IN WEST AUBURN SUBDIVISION OF BLOCKS' 1 TO 4 AND 13 TO 16, INCLUSIVE, IN THE SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 99 FEET Office THEREOF) IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Mortgage

- 9. 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 Ilability 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. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing aligned by Lender.
- 10. Successors and Assigns Bound; 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 15. If there is more than one party as Borrower, each of Borrower's covenants and expreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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 repear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- 11. Loan Charges, if the lean 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 correge 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 ingreement 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 Agreement.
- 12. 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 here! For 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.
- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security I istrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or tilabilities thereunder.
- 15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If \$\vec{x}\$ is 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 inay, at is 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 malled 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 or the Agreement without further notice or demand on Borrower.
- 16. 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 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 Agreement 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; (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; and (e) not use the provision more frequently than once every five years. 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 paragraph 15.

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- 17. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.
- 18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's fallure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 19. Lender in Possestion. Upon acceleration under Paragraph 18 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, small be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any 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 Security Instrument. Withing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the piwers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- 20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
 - 21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 22. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as If the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with the Security Instrument.

* Mildred B. Oshbard
MILDRED B. ASHFORD -Borrower
x George / ashfird In
GEORGE L. ASHFORD -Borrower
(Space Below This Line For Acknowlegment) This Document Prepared By: <u>VERONICA RHODES</u> Equity Credit Center, The First National Bank of Chicago, Suite 0482, Chicago, 1L 60670
STATE OF ILLINOIS, County ss:
1, KONIN BROWN a Notary Public in and for said county and state, do hereby certify that george L. ASHFORD AND MILDRED B. ASHFORD. HIS WIFE
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this
My Commission expires: 9-25-54 OFFICIAL SEAL ROOM ROOM ROOM ROOM ROOM
NOTARY PUBLIC STATE OF ILLINOIS NOTARY Public HY COMMISSION EVE STAT 25 1924

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Loan No. MI. - 01 - 5029 - 5

And Release of Mortgage

ILLINOIS/SERVICE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation existing under the laws of the

UNITED STATES OF AMERICA

for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM anto ALBERT HORNE and THEORA L. HORNE, his wife

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of the County right, title, is			and State of ver it may have acc	ILLINOIS paired in, throu	S gh or by a certain N	, all the Mortgage dated the
30th	day of	SEPTEMBER		, A.D. 19 77	, and recorded in the l	Recorder's Office.of
соок	COOK County, in the State of		in the State of	ILLINOIS		, in book
	of records, on pay	ξn	, as document No.	24 134 (D71 , and a	certain Assignment
of Ronts dated	d the	day of		, 19	9 , and record	ed in the Recorder's
Office of	70,	0	County, in the State	to of		, in
book described, as f	of records, e follows, to-wit:	on pays	, as document	No.	, to	the premises therein
PART	OF THE WEST	r 12 of The	SOUTHWEST 4	OF SECTION	3 A SUBDIVIST N 6, TOWNSHIP IN COOK COUN	37 NORTH,
Commo	nly known	as: 9117 SC CHICAGO		VENUE		
Porma	nont Tax No	0. 26-06-30	11-007-0000			
aituated in the State of appertaining. IN TESTIMOR	ILLINOIS			7%	COOK nees and privileges the eto affixed, and has cr	
	e presents by its	•	President, and a		Assistant	Secretary, this
14	day of NO	ÖVEMBER	A.D	., 19 91 .		
ATTEST:	Л				Ti	
Lacla!	C Boods)	B <	Theen	- Janet	<u></u>
STATE OF I	LITHOTS	Assist. _{Secret}	ary	Tholma J.	SMEPEN,	President
COUNTY OF		×44. }	i, Mario	n E. Konna	ard the undersign	ed a Notary Public
in and for said	County, in the St	ate aforesaid, DO l	IEREBY CERTIFY T	HAT THELM	dA J. Smith	
a corporation, Secretary of sinstrument, ap said instrument pursuant to a	uid corporation, a opeared before me nt as such officer uthority, given by	ILLINDIS/SE LA R. GOODE and personally kno- this day in person s of said corpora- the Board of Di-	wn to me to be the s and severally acknow tion and caused the	onally known to ame persons who wledged that as si corporate scal of ration as their fre		d and delivered the be affixed thereto,
GIVEN under	my hand and Noti	arial Soal this	14 day of	Novemi	per	A.D. 1991
MAIL	IOIS SERVIC	e federal	MARION E. KEN	e Continuos Continuos	Notary Public	nand_

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SOOK COUNTY, ILLIYORS

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Property of Cook County Clerk's Office

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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY ACREEMENT (the "Mortgage") is made at Hodgkins, Illinois as of this 2nd day of December, 1991, by and between FIRST NATIONAL BANK OF EVERGREEN PARK, an Illinois Banking corporation, as Trustee under trust agreement dated March 13, 1985 and known as Trust #8366 (whether one or more, "Moregagor"), and CERTIFIED GROCERS MIDWEST, INC. an Illinois corporation, having its principal office at One Certified Drive, in Hodgkins, Cook County, Illingta (Monggappe) 16 91664037

RECITALS:

Mortgigor is a land trustee, The Beneficiary of the land trust held by Mortgagor (the Bonoficiary") is the guaranter of the indebtedness evidenced by two (2) Secured Motos (the "Notes") of even date herewith, made by RITE-WAY FOOD MARY. INC., an Princis corporation ("Borrower"), payable to the order of Mortgagoo and delivered in the amount of TWO HUNDRED NINTY THOUSAND DOLLARS (\$290,000,00). Bonoficiary is the OFFICER/DIRECTOR/SHAREHOLDER of Borrower and as such will benefit from the loan evidenced by the Note (the "Loan"). As a condition to making the Loun, Fortgagee has required Beneficiary to execute a Guaranty and Substaination Agraement of even data herewith guaranteeing certain obligations of Borrower including the Noves and this Mortgage to secure the Notes. The Motes provide for inverest on the unpaid balance thereof at the rate specified therein; the remaining balance of principal and accrued and unpaid interest on the Note is payable in full on or before November 15, 1996 as provided in the Notes; and all of said principal and interest is payable in lawful money of the United States of America at the office of Mortgagos, or at such place as the legal holder of the Note may from time to time appoint in writing,

The terms, conditions, provisions and coverants of the Notes are incorporated herein as if fully set forth herein.

AGREEMENTS:

NOW, THEREFORE, for the purpose of Inducing Mortgagee to make the Lonn, further secure the payment of the principal of and interest on the Notes and socure the payment of all other sums which may be due at any time under the Notes, this Mortgage, or any other of the Loan Documents (as the term is defined in Exhibit B attached hereto and incorporated herein by this reference) and the performance of the covenants and agreements herein contained to be parliormed by Mortgagor, Mortgagor hareby mortgages, conveys and warrants unto Mortgages, its successors and assigns, the following described real estate situated in the County of GOOK and State of Illinois, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

11/29/1991

This Document Was Prepared By: Kevin Ostendorf Certified Grocers Midwest, Inc. One Certified Drive Hodekins, M. 60825 (Return to Same)

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BOX 333-

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Inis Document Was Prepared By: Kevin Ostendorf Cartified Grocers Midwest, Inc. One Certified Drive Hodgkins, IL 60525 (Return to Same)