\$16.60

# UNOFFICIAL COPY Mortgage 2 3 2 Loan No. 01-60277-35

(Corporate Land Trustee Form)

Z		91020592
THIS INDENTURE WITNESSETH: That the	••	
LA SALLE NATIONAL TRUST, N.		
a corporation organized and existing under the la	aws of the UNITED STATES	OF AMERICA
not personally but as Trustee under the pro-		-
115828 , hereinafter referred	l to as the Mortgagor, does hereby	
CRAGIN F	FEDERAL BANK FOR SAVII	NGS
a corporation organized and existing under the	laws of the UNITED STATES	G OF AMERICA DEPT-01 RECORDING 51
hereinafter referred to as the Mortgagee, the fo		T###### 14:40.
	F THE EAST 1/2 OF THE JTH EAST 1/4 OF SECTI THE THIRD PRINCIPAL KNOWN AS 3701 W. DIV	SOUTH WEST 1/4 ON 26, TOWNSHIP MERIDIAN, IN COOK
Together with all buildings, improvements, fixtures or apputing transport of the services, and any other thing now or hereafter therein screens, window shades, storm doors and windows, floor covers be and are hereby declared to be a part of said real estate issues and profits of said premises which are hereby pledged, due as provided herein. The Mortgagee is hereby subrogated to secured.  TO HAVE AND TO HOLD the said property, with said buil and privileges thereunto belonging, unto said Mortgagee forew	olled, used to supil, first, gas, air conditionin, or thereon, the furn ship of which by lessureings, screen doors, in slow r b ds. awnings, stow whether physically attached therefore notil a sasigned, transferred and selfor into the Mio the rights of all mortgagees, beholders and collings, improvements, fixtures, apput tenances.	c, water, light, power, refrigeration, ventilation or to lessees is customary or appropriate, including easement water heaters tall of which are intended to not also together with all easements and the rents. or gages, whether now due or hereafter to become waters paid off by the proceeds of the loan hereby apparatus and equipment, and with all the rights
and valuation laws of any state, which said rights and benefits TO SECURE		<b>/</b>
ONE THOUSAND THREE HUNDRED  1345.49   Commencing the	USAND AND NO /100  Note together with interest thereon as therein FORTY-FIVE AND 49/10  1ST day of	provided, is payable in monthly installments of O
which payments are to be applied. first, to interest, and the b  (b) This mortgage is specif  and provisions containe  this reference is made	fically made subject ed in the attached ri	to the terms

-91-923592

(2) any advances made by the Mortgagee to the Mortgager, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original hope long-ther with such additional advances, in a sum in excess of ONE HUNIRER EIGHTY-FOUR THOUSAND EIGHT HUNIRER AND TO Dollars (8 124800 00 ), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or is accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

#### THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest therein as herein and in said note provided, or according to any agreement extending the time of pay ment thereof: (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property including those heretolore duet, and to furnish Mortgages, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against dassage by fire, and such other hazards as the Mortgages may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgages may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

MORTGAGE

31025592

Box.....403

TR NO. 115828 DTD. 12-10-90 LA SALLE NATIONAL TRUST, N.

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CRAGIN FEDERAL BANK FOR SAVINGS

3701 W. DIVERSEY CHICAGO, ILLINDIS 60647 PROPERTY AT:

Loan No. 01-60277-35

Property of Cook County Clerk's Office

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period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure and payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgager all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee feets to apply on the indebtedness secretal to apply the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property not odiminish nor impair its value by any act or omission to act. (7) T attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building. Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

- B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance or using do naccepted, the undersigned promises to pay to the Mortgagee a provata portion of the current year taxes upon the disbursement of the loan and to pe, mo thly to the Mortgagee, in addition to the above payments, a sum estimated by the Mortgagee to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (at he held by it without interest throughed not in conflict with State or Federal law and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unrate halance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue, and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If su'n sams are held or carried in a savings account or excrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized upon said items as charged or billed without further inquiry
- C. This mortgage contract provider for additional advances which may be made at the option of the Mortgages and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby accured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full lorce and effect as to said indebted test including all advances.
- D That in case of failure to perform any of the covenants herein. Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the item, ereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together wit interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the sail. The richity as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said pre-nise; if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any tien, encumbrance or claim in advancing more is as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any ct. ber under, and the Mortgagee shall not incur any personal hability because of anything it may do or omit to do hereunder;
- E. That it is the intent hereof to secure payment of said note and oblig tion whether the entire amount shall have been advanced to the Mortgagor at the date barsof, or at a later date, and to secure any other amount or amounts that that they be added to the mortgage indebtedness under the terms of this mortgage.
- F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, or in the event there is an assignment of the beneficial interest in said property, the Mortgagoe may, without notice to either the guaranters of the note hereby secured or the Mortgagor, without notice to either the guaranters of the note hereby secured or the Mortgagor, and may forbear to successors in interest with reference to this mortgage with the debt hereby secured in the same manner as with the Guaranter or Mortgagor, and may forbear to suc or may extend time for payment of the debt, secured here by without discharging or in any way affecting the liability of the Mortgagor hereunder or the guaranter of the debt secured hereby;
- G. That time is of the essence hereof and if default be made in performance of any coven the herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other here or charge upon any of said property, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall risks an assignment for the benefit of his creditors or if his property by placed under control of or in custody of any court, or if the Mortgagor abandon any of ald property, or upon the sale or transfer of the mortgaged property or an assignment of the benefit all interest in said property or an agreement to sell, transfer or agrign without the written consent of the Mortgagee, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the 'ling of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered to this mortgage, or in the event of the comply with the terms of a condominium by-laws or condominium declaration recorded against the property according to the mortgagor and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor, and said Mortgagor, and said Mortgager may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on masse without offering the several parts separately;
- H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection sith any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of \$\psi\_i\sigma\_i\text{ not which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attories, less so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimates amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mort and on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.
- I in case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elent, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgager or his assignee.
- J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, insues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, but furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advasable, and in general exercise all powers ordinarely incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income treating reasonable cumpensation for tites!; pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aloresaid purposes, first on the interest and time o

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O This mortgage is agacuted by the undersigned not personally but as Trustee as aforeasid in the exercise of the power and authority conferred upon

N. The right is hereby reserved by the Motrgages to make partial release of releases of the motrgaged premises hereunder without motion to, or the consents, approved or tesesses shall not interest; including junior lienors, which partial release or release shall not impact in any manner the validity of or pricety of this motrgage on the motrgaged premises remaining, nor release any guarantor, co-signer, surety or andorser from personnel liability for the rich bredness hereby excured.

M The comparies Leades semid being day authorized to do so by the trast instrument or by any present hereig a power of direction ever the The trast bost broads any and all regions the redemption from only makes done broads any make the films of redemption to a free constitution broads are semidically and any loss families or in given to array to are personal and all more than four families or in given to array to array a part of a welling for not more than for more families or in given the construction of a dwelling for not more than for instanded to be sent for agricultural purposes.

L. That each right, power and remedy betsin conferred upon the islurigages is cumulative of every other right or remedy of the Mortgages, whether herein or by iaw conferred, and may be enforced concurrently therefore the conferred and the teleforest conferred and the respective between the conferred shall thereselves in any mentioner effect the right of hortgages to require or enforce performance of the same or any other of said consumations. The mesculine gender, as used herein, shall include the pinting and the respective herein associations, the mesculines are used herein, shall include the pinting upon the respective herein associations, and the mortgages and sasigns of the Mortgages; and the powers berein mentioned may be exerdescription therefore size.

That upon the commencement of any foreclosure proceeding becounts; the court in which such bill is filed may at any time, either before also as a such without notice to the Mortgagor, or any party claiming under him, and without to the anywer with power to manage and rent said or whether the same shall then be occupied by the owner of the equity of redemblian as a homestead, appaint a recarver with power to manage and rent said or where of the equity of redemblian and such invelorate such appaint a recarver with power to manage and consistent of the constituting the said premises during the manage and profits, when collected, may be applied before as well as a clear the national constitution profits when collected, may be applied before as well as a clear the payment of the payment of the profits when collected, may be applied before as well as a clear the expiration of the independence or other consecution and preservation of the profits as all or to a said premises of a said premise the consecution and preservation of the profits there be redemption in personance of the profit in personance or said in payments of the shall receive thip receiver and prefer there be redemption or not, and it is receiver aball be maded in case of said to deed by statute to profit they are the redemption or not, and it is receiver and or of the abalitation of said decided the payment of the areal or and the expiration of the may elect to be redemption or not are such as a such a said or and the area or and the area or and the payment of the areal or and the said in may be said to the first or or not the contract or or not the areal to the area or and th

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#### UNOFFICIAL, GQPY, 01-60277-35

#### ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .177H. day of DECEMBER 19. 20, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-
ment'') of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at .3701 W. BIVERSEY, CHICAGO, ILLINDIS 60647
Properly Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and
Lender further coverant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note has an "raidal Interest Rate" of ?. 50%. The Note interest rate may be increased or decreased on the AST, day of the month beginning on JANUARY. 01
1.2. months thereafter
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
[Check one box to indicate Index.]  (1)
Types of Lenders' published by the Fideral Home Loan Bank Board.
(2) M+ NATIONAL MONTHLY MEDIAN COST OF FUNDS
[Check one box to indicate whether there is any max. mum limit on changes in the interest rate on each Change Date; if no box is checked there will
be no maximum limit on changes.)
(1)  There is no maximum limit on on any es in the interest rate at any Change Date.
(2) M The interest rate cannot be changed by more than percentage points at any Change Date.
If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. In-
creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.
B. LOAN CHARGES
It could be that the loan secured by the Security Institution of is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the
foan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount
necessary to reduce the charge to the permitted limit; and (B) any surns already collected from Borrower which exceed-
ed 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.  C. PRIOR LIENS  If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a socice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 201 the Security Instrument or shall promptly
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien
which has priority over this Security Instrument, Lender may send Borrower a lotice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph For the Security Instrument or shall promptly
secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.
D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 7 of the Security Instrument, Lender may require (1)
an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one in-
terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's
waiving the option to accelerate provided in paragraph F & G.
By signing this, Borrower agrees to all of the above.
TR. NO. 11582B DTD. 12-10-20
and not personally
HY: (Seal)
-Borrower
1 M A////
ATTEST: College Children (Seat)
or order ARY
ASSISTANI. SECRETARI. —Borrower

Property of Cook County Clerk's Office