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PALATINE, IL 60067

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JUNIOR MORTGAGE

Bank of Palatine

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 5, 1992, between KEITH E. HARRIS and PRISCILLA J. ELLING, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS TENANTS IN COMMON AND NOT AS JOINT TENANTS, whose address is 724 E. EISENHOWER, PALATINE, IL 60067 (referred to below as "Grantor"); and BANK OF PALATINE, whose address is 1 EAST NORTHWEST HIGHWAY, PALATINE, IL 60067 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 1 IN BLOCK 5 IN HAROLD RESIN ADDITION TO PALATINE, IN THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 12, 1955, AS DOCUMENT NUMBER 1606941.

The Real Property or its address is commonly known as 724 E. EISENHOWER, PALATINE, IL 60067. The Real Property tax identification number is 02-14-418-023-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means KEITH E. HARRIS and PRISCILLA J. ELLING. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amount expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means BANK OF PALATINE, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated December 5, 1992, in the original principal amount of \$60,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.00%. The maturity date of this Mortgage is December 10, 1997.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

PROPERTY DAMAGE INSURANCE

Notice of Cancellation. Granulator shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Project, if any mechanics' lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials, or such mechanics' lien.

name Leander as an additional obligee under any surety bond (unmarked in the contracts; proceedings).

Right To Counsel Counselors may withdraw if payment of any fee, assessment, or claim in connection with a good faith dispute over the distribution to pay, so long as lenders' interests in the property is not jeopardized. If a lender refuses or is held as a result of nonpossession, counselor shall within fifteen (15) days after the loan starts or, if a loan is held, within fifteen (15) days after counselor has notice of other security sale, notify to Lender of the right to dispossess the property before it is sold, unless otherwise provided by law.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, water charges and sewer services levied against it on account of the Property, and shall pay when due all claims for work done on or for contractors under or material furnished to the Property. Grantor shall maintain the Property free from persons having priority over or equal to the interest of

Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender under its interest.

Lender's rights to Enter, Lender and his agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of garnishee's compliance with the terms and conditions of this Mortgage.

Removal of improvements. Grandio shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender; as a condition to the removal of any improvements, Grandio shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender; may require Grandio to make arrangements satisfactory to Lender to replace such improvements with improvements which are substantially similar to the removed improvements, at Lender's sole discretion.

Alas! since *Garlic* is *not* *garlic* nor *cause*, conduct of *any* *business* nor *committ*, *permitt*, or suffer *any* *strippling* *of* *or* *waste* *an* *or* *to* *the* *publick* *service*.

expenses which under may directly or indirectly sustain of other resulting from a breach of this section of the mortgage as a consequence of the sale or transfer to Gralor's ownership or interest in the property, whether or not the same was or should have been known to Gralor. The provisions of this section of the mortgage shall survive the payment of the indebtedness and the satisfaction and recordation of the loan of this mortgage and shall

and warmlines correlated to create early responsibility or safety in the first place. The representation of hazards and challenges in the first place. The representation of hazards and challenges in the first place.

use, generally, mannequins, stage, platform, dispersal, person of extended range of any extraneous waste of substances by any person under, or about the Property. (b) Greater has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by lessee.

(SAR), the Hazardous Materials Transportation Act of 1990, the Superfund Amendments and Reauthorization Act of 1986, Section 1021, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1801, et seq., or other applicable state or federal laws, rules, regulations adopted pursuant to any of the foregoing. The term "hazardous waste" and "hazardous substances" shall also include, without limitation, products of any reclamation

Modifications, such as those made to the Compartments, Configuration, Compensation, and Labelability set forth in this Subsection, shall have the same meaning as used in this Release, and "Release," as used in this Subsection, shall have the same meaning as used in the original Release.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this subparagraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may require from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any instalment of principal or any interest evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period thereon, then, at the option of Lander, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDENMATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or re-recording this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent; or (b) contests the tax as provided above in the Taxes and Liens section and complies with Lender's cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addressees. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

OTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Agreement:

MISCELLANEOUS PROVISIONS

Stiles mall first flats, Regent Road, St Albans, Herts, AL1 3JL, UK. Tel: +44 1223 820 000. Fax: +44 1223 820 001. Email: info@stiles.com

Widener Election of Friendsdeed. A wider by any party of a breach of a provision of this Mooringage shall not constitute a waiver of or preclude the party's rights otherwise to demand such compensation for any other provision or any other provision to make up the deficit in payment of any other provision. Election by Landers to perform an obligation under this Mooringage

which any party private sale to other interested dispossessor of the personal property is to be made. Reasonsableness of the personal property or the time and price of any public sale shall mean notice given at least ten (10) days before the time of the sale or dispersion.

State of the Property. To the extent permitted by applicable law, Gramercy hereby waives any and all right to have the property marshalled. In cases, Gramercy shall be entitled to bid at any public sale on all or any part of the Property together or separately in one sale or by separate sales. Gramercy shall be entitled to bid at any public sale on all or any part of the Property together or separately in one sale or by separate sales.

Under after application of all amounts received from the exercise of the rights provided in this section.

a person from serving as a referee.

Morungagee in Possession, Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to proceed and preserve the Property, to collect the rents from the Property and to recover the costs, charges and expenses of a receiver appointed to receive a recompence for his services, and to sell the Property and to apply the proceeds of the sale towards the payment of the debts and expenses of the receiver.

may acquire any interest or other user of the Property to make payments of rent or use fees directly to Lender, if the Rents are collected by Lender.

Under the circumstances, with respect to all of my part of the transaction so far as I can see, there can hardly be any rights and remedies of a second party under the Uniform Commercial Code.

any one or more of the following rights and remedies, in addition to any other right or remedy provided by law:

Insecurely, Render reasonly dreams less insecure.
dias de becomes incompatible.

Excluding independentees. A default shall occur under any Existing independentees or under any instrument on the Property securing any Existing independentees, or commencement of any suit or other action to foreclose any existing lien on the Property.

proceeding, provided that Grantor gives Lessee under written notice of such claim and demands resurvey or a survey bond for the claim satisfactorily to
satisfy, Lessee may exercise now or later.

General (II) General is a standard short sentence in Event of Death under the Mortgagor.

Reliefed Decoupling is, at the time made of interrelated web, later in any manner replace.

Under Payment necessary to prevent mailing of or to remote subscribers of any mail.
Complaints Detract. Failure to comply with any other term, obligation, condition contained in this Message, the Note or in any of the Related Documents.

Debt-Adjusted Earnings. Each of the four earnings, such as sales or earnings, can be adjusted to reflect the impact of debt on cash flow.

FULL PERFORMANCE. Under such circumstances, it permits all the advantages imposed upon grain under the Malt Tax law, while it also insures the maximum return from the time to time.

All-around-in-the-fact. If General fails to do any of the things referred to in the preceding paragraph, Landor may do so far and in the name of Generality and of Generals' interests. For such purposes, General, hardly reasonably supports Landor in Generality's sole opinion, to accomplish the matters referred to in the preceding paragraph.

matter set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent for subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

• 100 •

KEITH P. HARRIS

BRISBANE LIBRARY

THIS MORTGAGE prepared by JENNIFER B. GREALISH, BANK OF PALATINE
ONE EAST NORTHWEST HIGHWAY
PALATINE, ILLINOIS 60067

JUNIOR MORTGAGE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
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) 82

On this day before me, the undersigned Notary Public, personally appeared KEITH E. HARRIS and BRISCHILLA J. ELLING, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS TENANTS IN COMMON AND NOT AS JOINTS TENANTS, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 5th day of December C. 1923

Revised 8-2011

Nancy Public Library for the State of ILLINOIS

Residence: Gravetlake, BC V0X3G0

"OFFICIAL APPROVED"

~~REPUBLICA A MACLEAN~~

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MY COMMISSION EXPIRES 3/21/03

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