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SECOND MORTGAGE MODIFICATION AGREEMENT

This Second Modification Agreement is dated as of the 1st day of September, 1991 and is made between Heritage Trust Company, As Successor Trustee to ~~Heritage Bank and Trust Company, formerly known as~~ Heritage County Bank and Trust Company, not individually but solely as Trustee under Trust Agreement dated July 7, 1986 and known as Trust No. 2884, located at ~~17300 South Oak Park Avenue, Oak Park, Ill. 60477~~ ^{17300 South Oak Park Avenue, Oak Park, Ill. 60477} and ~~12015 South Western Avenue, Blue Island, Illinois~~ ^{Hyde Park, Ill. 60611} ("Mortgagor"); and Hyde Park Bank and Trust Company, located at 1525 E. 53rd Street, Chicago, Illinois 60615 ("Mortgagee").

: DEPT-01 RECORDING 137.50
 : T#2222 TRAN 6037 01/21/92 11:43:00
 : 44701 # EA # 92-033017
 : COOK COUNTY RECORDER

UNDERSTANDINGS

A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of September 1, 1989 and recorded October 11, 1989 with the Cook County, Illinois Recorder of Deeds as Document No. 89467347, as modified by a Mortgage Modification Agreement executed by Mortgagor and Mortgagee dated as of September 1, 1990 and recorded October 2, 1990 with the Cook County, Illinois Recorder of Deeds as Document No. 90479629 (the "Mortgage") encumbering the real estate described on Exhibit A attached hereto and made a part hereof.

B. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a Demand Note executed by Mortgagor and others made payable to Bank in the original principal amount of \$104,000.00 ("Demand Note"). The Mortgage also secures the indebtedness, obligations and liabilities of Mortgagor and others pursuant to a Term Note dated as of September 1, 1990 executed by Mortgagor and others made payable to the Bank in the original principal amount of \$150,000.00.

C. The principal balance of the Demand Note is due and payable on demand. The outstanding principal balance on the Demand Note as of the date of this Mortgage Modification Agreement is \$ 104,000.00. Accrued, unpaid interest on the Demand Note as of the date of this Mortgage Modification Agreement is \$ 11,131.31.

D. The outstanding principal balance of the Term Note as of the date of this Mortgage Modification Agreement is \$150,000.00. Accrued, unpaid interest on the Term Note as of the date of this Mortgage Modification Agreement is \$ 1,235.16.

E. Mortgagor wishes to extend the term of the Term Note, and Mortgagee is willing to do so provided that the terms and conditions of the Mortgage are amended accordingly.

NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

37.30

Notwithstanding any other provisions of the Mortgage or this Note, no sale, lease, mortgage, trust deed, grant by the undersigned or any Guarantor (defined below) of any encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell or transfer of the real estate described in the Mortgage, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the real estate described in the Mortgage, shall be made without the prior written consent of the Bank.

Rights of the Bank in Collateral

The undersigned hereby irrevocably appoints the Bank as attorney-in-fact to execute on behalf of the undersigned any financing statements and amendments thereto and documents of assignment, in order to perfect and maintain a perfected security interest in the Collateral. The Bank or its nominee is irrevocably authorized to execute and file or record such financing statements and documents as often as the Bank or its nominee shall deem to be reasonable and to endorse in the name of the undersigned or the Bank any item for payment on or proceeds of the Collateral.

The undersigned agrees that the Bank shall have no obligation to look to or realize upon the Collateral for payment of any of the Liabilities, or to protect, preserve or care for the Collateral in any manner whatsoever, or to marshal any assets for application in favor of the undersigned or against any of the Liabilities. The acceptance by the Bank of Collateral as security for the Liabilities, or any failure, neglect or omission on the part of the Bank to realize upon or to protect, preserve or care for any Collateral shall not in any way affect the Liabilities of the undersigned. The undersigned hereby waives any and all claims, rights (including rights of set-off) and defenses against the Bank. The undersigned agrees that the Bank shall have exercised reasonable care in the preservation, protection or custody of the Collateral in the Bank's possession, if the Bank shall act in accordance with the undersigned's written instructions delivered to the Bank, but failure to so act shall not be deemed a failure to exercise reasonable care. The surrender or cancellation of this Note, upon payment, renewal or otherwise, shall not affect the right of the Bank to retain any of the Collateral to secure any of the Liabilities.

In addition to the other rights of the Bank, whether before or after any Default, the Bank in its sole discretion may (i) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without disclosing that the Collateral is pledged hereunder and the Bank shall have the right to receive the income, including dividends, interest and other distributions thereon; (ii) take possession, custody or control of any or all proceeds of the Collateral; (iii) notify any person obligated on any of the Collateral to make payment to the Bank of any amounts due or becoming due on the Collateral; (iv) to protect the Collateral, purchase any insurance of such kind, in such amount, and from such insurers as the Bank determines; and (v) exercise such additional rights and powers, with respect to any of the Collateral for, or guaranty of, any of the Liabilities, as may be provided under any state or federal law and in any other written instrument or agreement relating to the Liabilities.

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Rights of the Bank in General

The undersigned, any endorsers and accommodation parties hereby waive presentment, demand, notice of dishonor, protest and all other notices whatsoever, and waive any and all rights to require the Bank to obtain any appraisal, redemption or valuation of the Collateral, and all appraisal, valuation and exemption laws; and agree that the Bank may in its sole discretion, from time to time, extend or renew this Note for any period of time and grant any releases, compromises, extensions, renewals or indulgences with respect to (i) this Note, (ii) any or all of the Collateral, or (iii) any of the undersigned or any Guarantor all without notice to or consent of any undersigned or any Guarantor without affecting in any manner the liabilities of any undersigned or any Guarantor to whom the Bank has not expressly in writing granted such a release, compromise, extension, renewal, or indulgence.

If the Bank at any time shall reasonably deem itself insecure, the undersigned hereby agrees to promptly deliver additional Collateral to the Bank of such kind and value as in the Bank's sole opinion shall be satisfactory security for the payment and performance of the Liabilities; provided however, the Bank shall be under no duty to request or accept any additional Collateral after any Default, and acceptance by the Bank of any additional Collateral shall not be deemed to be a waiver of any right of the Bank to declare any or all of the Liabilities immediately due and payable.

To further secure payment of the Liabilities, the undersigned irrevocably authorizes any attorney to appear in any court of competent jurisdiction for any one or more of the undersigned, at any time after payment on this Note is due, whether by demand, acceleration or otherwise, and confess a joint and several judgment without process, in favor of the Bank against any or all of the undersigned for such amount as may be unpaid or otherwise due hereunder, together with costs and expenses of such proceedings, including attorneys' and paralegals' fees. The undersigned hereby waives and releases any and all claims or causes of action which the undersigned might have against any attorney and other persons acting hereunder arising out of or connected with the confession of any judgment. Should the undersigned enter an appearance in such cause of action and commence any proceedings to open or vacate a judgment taken by confession hereunder and seek to defend against that judgment, the undersigned shall be liable for and does hereby agree to pay all expenses of the Bank, including attorneys' and paralegals' fees, expense, and court costs incurred in connection with the collection of this Note and enforcement of the Bank's rights under any related agreements and in the Collateral.

Rights of the Bank on Default

Upon and after any Default, the Bank shall have all the rights and remedies of a secured party under any applicable laws, including the Uniform Commercial Code of Illinois, as amended from time to time, this Note and any other documents and agreements relating to the Liabilities or the Collateral, all of which rights and remedies shall be cumulative and none exclusive. Further, the Bank may (i) in its sole discretion declare any or all of the Liabilities to be immediately due and payable without notice or demand to the undersigned or any other person; (ii) in connection with the collection of this Note and in the enforcement or attempted enforcement of the Bank's rights and remedies hereunder, the

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undersigned shall pay all costs and expenses of the Bank, including all attorneys' and paralegals' fees, replevin bonds, court costs, as well as all costs of retaking, holding, preparing for sale, selling or leasing any of the Collateral; (iii) demand, sue for, collect, or make any compromise, renewal, extension, settlement, release, exchange or take any other action to protect its interests with respect to any of the Liabilities or the Collateral; (iv) without demand or notice, demand and notice being specifically waived by the undersigned, enter any of the premises of the undersigned without the obligation to pay rent and remove any of the Collateral, and may require the undersigned, at the expense of the undersigned, to assemble any of the Collateral and make the Collateral available at such times or places as the Bank shall determine; and (v) at any time dishonor any checks and drafts drawn by the undersigned on the Bank. The undersigned hereby agrees that, in order for the Bank to enter the premises where the Collateral is believed by the Bank to be located, the Bank is irrevocably authorized to disconnect or disable in any manner any security devices or other similar devices. The undersigned agrees that the Bank at any time and from time to time, and whether before or after any Default, shall have the right to set-off, appropriate and apply toward the payment of any of the Liabilities in such order of application as the Bank may from time to time elect, any cash, credits, deposits, accounts, securities, and any other property of the undersigned or of any Guarantor in the possession, custody or control of the bank for any reason.

If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonable and properly given if mailed at least five (5) days before such intended disposition. Notification shall not be necessary if the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold in a recognized market. The sale, lease, or other disposition of any or all of the Collateral after Default may be for cash, credit or any combination thereof, and the Bank may purchase any or all of the Collateral at a public sale or if permitted by law at a private sale. Any sale of the Collateral may involve only a part of the Collateral and may occur at different locations and at different times. The Bank shall have the right to conduct any sale or lease of any of the Collateral from time to time on the undersigned's premises without any obligation to pay rent. Any net proceeds from the sale or other disposition of any of the Collateral may be applied by the Bank, in its sole discretion, to the payment of all expenses incurred by the Bank, including costs and attorneys' and paralegals' fees, relating in any manner to the disposition of the Collateral. Any balance of such proceeds may be applied by the Bank to the payment of the Liabilities, in such order of application as the Bank may from time to time elect, and the undersigned irrevocably waives the right to direct application of any payments received by the Bank from the undersigned, any Guarantor or other person or source, or in connection with the Collateral. The undersigned shall remain liable for any deficiency on the Liabilities. If there are more than one undersigned, the Bank shall pay any surplus proceeds to any one or more of the undersigned as the Bank may determine.

Miscellaneous

The undersigned acknowledges that this Note is being accepted by the Bank in partial consideration of the Bank's right to enforce in the State of Illinois and the County of Cook the terms and provisions hereunder and all related documents and agreements delivered to the Bank in connection with the Liabilities; the undersigned consents to jurisdiction in, and

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construction of this Note under the laws of, the State of Illinois and venue in the County of Cook for such purposes; the undersigned waives any and all rights to contest jurisdiction and venue of the State of Illinois and County of Cook over the undersigned for the purposes of enforcing this promissory note and all related documents delivered in connection with the Liabilities; and the undersigned waives any and all rights to commence any action, whether by complaint, counter-complaint or cross-complaint or counterclaim with respect to the Liabilities, against the Bank in any jurisdiction other than in the State of Illinois and in the County of Cook. The undersigned waives all rights to trial by jury.

The undersigned on demand from the Bank shall pay to the Bank all costs and expenses incurred or paid by the Bank for any reason in connection with this Note or the Collateral, including but not limited to attorneys' and paralegals' fees and costs for (i) enforcing or attempting to enforce any of the Bank's rights and remedies, (ii) providing counsel and assistance to the Bank on any matters involving this Note or the Collateral, including the preparation of this Note, and any extensions, renewals or amendments thereof, and (iii) protecting, selling, leasing, or otherwise disposing of the Collateral and collecting the Liabilities. Until the Bank is fully paid, such costs and expenses shall be added to the Liabilities, secured by the Collateral, be payable on demand and shall bear interest at the highest interest rate applicable under this Note.

The undersigned hereby agrees to indemnify, defend and hold the Bank harmless from any and all claims, causes of action, damages, losses and liabilities relating to any act or failure to act by the Bank in any manner with respect to the Liabilities or the Collateral, and from any and all claims, causes of action, losses, and liabilities by, against, between or among the undersigned arising out of or in connection with any of the Liabilities or the Collateral.

The undersigned acknowledges and affirms that the undersigned has reviewed and understands the terms and provisions of this Note. If the place for the date of this Note is blank, the undersigned hereby authorizes the Bank to fill in the date of this Note, and acknowledges that otherwise there are no unfilled blank spaces on this Note.

If any court of competent jurisdiction determines any provision hereunder to be prohibited or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability without prohibiting, invalidating and rendering unenforceable the remainder of the provisions of this Note. Heading captions are used only for convenience and shall not be deemed or construed to have any substantive meaning in interpreting this Note. The Bank reserves the right to waive or refrain from waiving any right or remedy under this Note. No delay or omission on the part of the Bank in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Note or any other instrument, document, agreement or other writing relating thereto. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing and signed by an authorized officer of the Bank. Unless otherwise provided for hereunder, any notice required to be given by the undersigned or the Bank shall be given if deposited in the mail, postage prepaid, and mailed to the respective party at the address shown on this Note, otherwise if the undersigned's address is absent hereunder, then to the

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address of the undersigned on the records of the Bank. No change in address of the undersigned shall be effective, unless delivered in writing to the Bank at the address shown on this Note.

Definitions

The following definitions apply to the words and phrases used herein:

A. "Bank" means the Hyde Park Bank and Trust Company or any other legal holder of this Note, and their respective successors, assigns, legal representatives, estates, and heirs.

B. "Collateral" means (i) any real or personal property and interests in property in which the Bank now or hereafter has a security interest in or lien on or against as security for payment and performance of the Liabilities, and (ii) any other property and interests in property of every kind or description, whether now owned or existing or hereafter acquired or arising, of the undersigned now or hereafter in the possession, custody or control of, or in transit to the Bank, whether as collateral security for any Liabilities or for any other purpose, including without limitation all cash, deposits, securities, dividends, distributions, chattel paper, instruments, documents and proceeds thereof.

C. "Default" means any one or more of the following events, conditions or acts: (i) the undersigned fails to make any timely payment of any amount due hereunder; (ii) the undersigned fails to make any timely payment of any amount due under any other note, instrument, or agreement which shall cause or permit the holder thereof to cause the obligations of the undersigned to become due prior to maturity; (iii) the undersigned or any Guarantor fails or neglects to comply with or to perform in accordance with any representation, warranty, covenant, condition or other provision contained hereunder or in any other note, instrument or agreement which secures, or is delivered at any time in connection with, the Liabilities; (iv) the undersigned or any Guarantor fails to make any timely payment of any other Liabilities when due; (v) any statement, application or agreement furnished at any time or from time to time to the Bank by the undersigned or any Guarantor is false or incorrect in any material respect; (vi) the undersigned or any Guarantor fails to furnish the Bank with additional or periodic financial statements as the Bank may request from time to time; (vii) the insolvency of the undersigned or any Guarantor or the inability of the undersigned or any Guarantor to pay any of their respective debts as they mature; (viii) any admissions, either verbally or in writing, by the undersigned or any Guarantor of the inability to pay any of their respective debts as they mature; (ix) the execution of an assignment for the benefit of creditors by the undersigned or any Guarantor or the filing or commencement of any proceedings for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or the appointment of a receiver or a trustee for, by or against the undersigned or any Guarantor; (x) any judgment, attachment, lien, execution or levy against the undersigned, or any Guarantor or against the property (including the Collateral) of the undersigned or any Guarantor in any amount which is not promptly paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied; (xi) death or incompetency of the undersigned or any Guarantor; (xii) failure of the undersigned or any

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Guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral upon request from the Bank when the Bank in its sole discretion shall reasonably deem itself insecure for any reason whatsoever; (xiii) dissolution or termination of the undersigned or any Guarantor whether by voluntary or involuntary action; or (xiv) any and all other events or circumstances which cause the Bank in its sole discretion to reasonably deem itself insecure for any reason whatsoever, including any adverse change in the financial condition or operations of the undersigned or any Guarantor.

D. "Guarantor" includes any endorser, guarantor, accommodation party, pledgor or surety of any of the Liabilities.

E. "Liabilities" means any and all liabilities, obligations and indebtedness of any of the undersigned to the Bank for payment of any and all amounts due under this Note, and for any other liabilities, indebtedness, and obligations of every kind and nature of any of the undersigned or any Guarantor to the Bank whether heretofore, now owing or hereafter arising and owing, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, by operation of law, or otherwise, together with attorneys' and paralegals' fees relating to protecting and enforcing the Bank's rights, remedies and security interests hereunder, including advising the Bank, or drafting any documents for the Bank at any time. Liabilities includes all of the liabilities, obligations and indebtedness of any partnership owing now or in the future to the Bank by the partnership, while any of the undersigned or any Guarantor may have been or may be a member of such partnership.

F. "Maturity" means the date on which the principal balance of this Note becomes due, whether by acceleration or otherwise.

G. "Prime Rate", "Prime" or "P" means the rate of interest announced or established from time to time by the Bank as its prime rate. The Prime Rate will fluctuate hereunder from time to time and the effective date of any change in the Prime Rate shall be the day of such change as announced or established by the Bank with or without notice to anyone.

H. The word "undersigned" means each maker signing this Note and the word "undersigned" in the singular form shall include the plural form, unless otherwise designated. Each such undersigned shall be jointly and severally obligated hereunder.

In the event the undersigned is a corporate trust trustee, then with respect to the Trustee, this Note is executed by the undersigned, not personally, but as the trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, through enforcement of the provisions of this Note with respect to any undersigned in addition to the trustee and the provisions of any other collateral security or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned trustee, because or in

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respect of this Note or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

This Note shall be binding upon each of the undersigned and upon their respective heirs, estates, legal representatives, successors and assigns, and shall inure to the benefit of the Bank and the Bank's successors and assigns.

SIGNED AND DELIVERED in Chicago, Illinois, by the undersigned, as of this 1st day of September, 1991.

Address: Heritage Trust Company
1700 North Dearborn Street, Suite 200
Chicago, Illinois 60610

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE
HERITAGE BANK AND TRUST COMPANY,
Formerly known as Heritage County Bank and
Trust Company, not individually but solely as
Trustee under Trust Agreement dated July 7,
1986 and known as Trust No. 2884

S.S. # (TIN)

By: Leslie Lee Kelly
Its: Land Trust Officer

By: James P. Suck
Its: Asst. Secretary

Dimitrios C. Kametas
DIMITRIOS C. KAMETAS

S.S. # (TIN)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is recited and referred to by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Property of Cook County Clerk

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ALTA LOAN AND EXTENDED COVERAGE OWNERS POLICY STATEMENT

Commitment No. _____

Loan No. _____

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That, to the best knowledge and belief of the undersigned, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied; that there are no unrecorded contracts to purchase the land; and that there are no unrecorded leases to which the land is subject, except as listed below, and that if any leases are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except as noted below. (If no leases or contracts, state "none".)

(Use back page hereof if necessary)

2. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statements for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Date _____

INDIVIDUALS

Seller or Owner

Purchaser

(Seal)

9203801 (Seal)

(Seal)

(Seal)

IN WITNESS WHEREOF,

IN WITNESS WHEREOF,

CORPORATIONS

THIS STATEMENT IS BASED SOLELY ON INFORMATION AND BELIEF, PRESENTED TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY UNDER ITS CORPORATE SEAL ON THE ABOVE DATE.

THIS STATEMENT IS BASED SOLELY ON INFORMATION AND BELIEF, PRESENTED TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY UNDER ITS CORPORATE SEAL ON THE ABOVE DATE.

By _____

By _____

ATTEST: _____

ATTEST: _____

TRUSTEES

The above statements are made by HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE, not personally but as Trustee under the trust agreement known as Trust No. 2884, on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

The above statements are made by _____, not personally but as Trustee under the trust agreement known as Trust No. _____, on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

Linda Lee Futz (Seal)
Land Trust Officer

I/We certify that no survey was furnished to me/us and none is available.

Purchaser(s)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____

Signature _____

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DeHaan & Richter
55 W Monroe ; Suite 1000
Chicago, IL 60604