## UNOFFICIAL COPY

		ACKNOWLEDGEMENT (Trustee)		
	STATE OF ILLINOIS	(Trustee)		
	COUNTY OF GOOK SS.			
	hereby certify that Philice In Land I Vice President of Contract President of Source President of Source President and Christoff Contract Source persons whose names are subscribed to the Vice President and Assistant Secretary, respective	a Notary Public in	and for said County in the State a	forevald, do
	an AM IN MAN Company to an Sometimen B.	end (time 12) / end to record	force for the desired for the form to me	e to be the
	same persons whose names are subscribed to the Vice President and Assistant Secretary, respective	foregoing instrument as such /	Harra forest person and acknowledged that they	signed and
کر ڈ+ ن	aginvered the said instrumed as their own free a	the and the said Assistant Secretary	did also then and there acknowledge	The Ceveral Villary
·	eastedian for the corporate seal of said 10000 as his own free and voluntary act and as the free for the uses and purposes therein set forth.	Trust eldministrate	did affix the said	Instrument
	as his own free and voluntary act and as the free for the uses and purposes therein set forth.	his Section and voluntary act of said (200)	2 - 1 Program (1961)	ns Trustee,
	GIVEN under my hand and Notarial Seal il	his see day	of CONTROL 19	9/
	My Commission Expans:	//	Tain Born	Ź
		·	Notary Public	~ .
	90	ACKNOWLEDGEMENT (Corporation)	"OHICIAL SEAL" MARIA BORA	}
	STATE OF ILLINOIS	, .,	Motary Public, State of Illinois	, <b>}</b>
	COUNTY OF		My Commission Expires 6/17/9	<i>i</i> ~₹
	DO HEREBY CERTIFY THAT	, a Notary Pu	blic in and for said County in the Stat	te aforesaid,
	personally known to me to be the	President of		•
2	a corporation, and known to me to be the Secretary usa	iic corporation, and personally known		, personally e names are
	subscribed to the foregoing instrument, appeared of or me this day in person and severally acknowledged that as such			
is)	resident and Secretary, they signed to belivered the said instrument as President and ecretary of said corporation, and caused the corporate seed of said corporation to be affixed thereto, pursuant to authority, given by the			
32	Board of Directors of said corporation as their free as purposes therein set forth.	nd volva my act, and us the free and s	voluntary net of said corporation, for t	the uses and
	GIVES under my hand and Notarial Seal if	ns day	ol , 19	
	My Commission Expires:	0,		
		4h.	Notary Public	
		ACKNOWLEDGEMENT ( (Partnership)	. DEFT-01 RECORDING	\$29.0
	STATE OF ILLINOIS SS.			CO HEBRICO LEBES L
	COUNTY OF		COOK COUNTY RECORDER	
	t, DO HEREBY CERTIFY THAT	, a Notary Pul	olic in and for said County in the Stat	e storesnid,
	personally known to me to be	of the partner of		
	n person whose name s		and personally known to me to but uppeared below me this day in	
	acknowledged that signed free and voluntary act of said partnership, for the	and delivered the said instrument as uses and purposes therein set for		t and as the
	Given under my hand and Notarial Seat th	• •		•
	My Commission Expires:		.0	
	÷ .		Notary Public	
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Cosmopolifan BEnk & Trust 801 N. Clark Street

Chicago, 11, 60610

## MORTGAGE

MORTGAGE made August 30 1991 Delween Cosmopolitan Bank & Trust as Trustee under Trust Agreements dated October 6, 1987 and Known as Trust Nos. 28307 and 28309 & Not Personally

(herein, whether one or more, called "Mortgagor") and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 801 North Clark Street, Chicago, Illinois 60610 (herem called "Mortpagee").

WHEREAS, Morigagor has executed and delivered to Morigages a note of even date herewith (the "Note") in the amount of Two Hundred Thousand and NO/100---- DOLLARS (\$ 200,000.00 the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on August 1, 1994

NOW, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewnls thereof; (b) the payment of all other sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein and in the Note contained, Mortgagor hereby conveys and warrants to Mortgagee, its successors and assigns, the following described real estate located in the County of Cook

CC-153331

SEE ATTACHED EXHIBIT "A"

which, together with the property hereinafter described, is called the "premises",

TOORTHER with all buildings, improvements, tenements, casements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Morte go, may be entitled thereto (which are pledged primarily and on a parity with said real extent and appurtenances. with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or the original original or the ori not, and it is agreed that all similar apparatus, equipment or articles here the placed in the premises shall be considered as constituting part of the real estate.

To HAVE AND To HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Lomestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed. 92153331

Mortgagor covenants and agrees:

1. Mortgagor shall (a) keep the premises in good condition and repair, without was: (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or de croyed; (c) complete within a reasonable time any buildings now or at any time in the process of erection upon the premise, (c) make no material alterations in the premises except as required by law or municipal ordinance; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) keep the premises free from fiens of persons supplying labor or materials to the premises, and from all other flens, security interests, mortgages, charges or encumbrances, whether superior or subordinate to the fiers hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate taxes not yet due and payable; (g) pay promptly when due any indebtedness which may be secured by a lien, charge or encumbrance on the premius superior to or subordinate to the lien hereof, comply with all of the terms, covenants and conditions contained in any instrument evidencing of securing such indebtedness and upon request exhibit satisfactory evidence of the discharge of such prior or subordinate lien, charge or encuribrance to Mortgagee; and (h) suffer or permit no change in the general nature of the occupancy of the premises.

2. Mortgagor shall pay or cause to be paid before any penalty attaches all taxes, assessments, water charges, sewer service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

3. Morigagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by file; hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insuried, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such safe or acquisition.

4. If the premises or any part thereof shall be taken by condemnation, eminent domain, or other taking, or by agreement between Mongagor, Mongagen and those authorized to exercise such right, Mongagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall mbe applied by Mortgagee as it may elect to the 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 secured hereby shall be delivered to Mongagor. Such application Pof condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

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- 5. If Mortgagor shall fail to max any plyment or perform in art required to be date or performed by Mortgagor hereunder, Mortgagoe, without waiving or releasing any obligation or default, shall have the right, but shall be under no obligation, to make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the promises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagoe, may be necessary or appropriate therefor. All sums so paid by Mortgagoe and all costs and expenses so incurred, including without limitation reasonable attorneys' lees and legal expenses, shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof. Mortgagoe in making any payment herein authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform the same under the terms of this Mortgage.
- 6. If after the date of this Mortgage any statute or ordinance is passed deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws in force for the taxation of mortgages or debts secured thereby, or the manner of the collection of any such taxes, so as to affect this Mortgage or the indebtedness secured hereby or the interest of Mortgagee hereunder, then in any such event the whole of the indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable, unless Mortgagor, as permitted by law, pays such tax
- 7. The occurrence of any one or more of the following shall constitute a default hereunder (a) any failure to pay any sum due or owing under the Note on the date or dates specified therein; (b) any failure to pay any sum due or owing under this Mortgage, (c) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the premises, (d) if a proceeding of bankropites, receivership, reorganization or insolvency is filled by or against Mortgagor or it Mortgagor shall make any assignment for the benefit of creditors, (e) if the premises be placed under the control or custody of any court, (f) if Mortgagor abandons the premises; (g) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time humshed by Mortgagor is untitue in any material respect as of the date made; (h) if a default pursuant to paragraph 12 hereof shall occur, (i) any failure to perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Mortgagor, which failure shall continue for a period of three days. Upon the occurrence of a default, Mortgagoe, at its option and without notice or demand to Mortgagor or any part, claiming under Mortgagor and without in pairing the lien created hereby or the priority of said lien or any right of Mortgagor, and Mortgagor may immediately proceed to forcefor, this Mortgago or exercise my other right, power or remedy as herein or in the Note provided or hy law or in equity conferred. For the parps set of subclause (d) of this paragraph 7, the term "Mortgagor" shall mean and include not only Mortgagor, obligated upon any part of the individual calcilless secured hereby.
- 8. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to enter onto and upon the premises and take possession thereof and manage, operate, insure, repair and improve the same and take any action which in Mortgagee's judgment is necessary in proper to conserve the value of the premises. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the premises or any part thereof and to apply the same to the reduction of the indebtedness secured hereby. The expenses, melt ding without limitation any receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall constitute so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof.
- 9. Upon or at any time after the filing of a composite to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor and without regard to the then value of the premises. Mortgage may be appointed as such receiver. Such receiver shall have the power to collect the rents, sales proceeds, issues, profits and proceeds of the premises during the pendency of such foreclosmic suit, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may from time to time authorize the receiver to apply the net income from the premises in his hands in payr fept in whole or in part of (a) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or the special special control of the deficiency in case of a sale and deficiency, provided such application is made prior to the foreclosure sale, or (b) the deficiency in case of a sale and deficiency.
- 10. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness secured hereby in the decree of sale, all costs and expenses which may be paid or incurred by or on behalf of Mortgage for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expense, evidence, costs for preservation of the premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as Mortgage may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or value of the premises or for any other reasonable purpose. All expenditures and expenses of the nature in this paragraph ocasioned shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority, first, on account of all costs and expenses incident to the foreclosure proceedings; second, to all other items which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note, with interest thereon as herein provided, inch, to all sums remaining unpaid under the Note; fourth, any overplus to Mortgagor, or Mortgagor's heirs, legal representatives or assigns, or her rights may appear
- 12. It shall be an immediate default hereunder it, without the prior written consent of Mortgagee, any of the following shall occurring in Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, it is bledge, mortgage, security interest or other encumbrance or alienation of all or any part of the title to the premises; (b) if Mortgagor is a frustee, then if any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a corporation, or if a corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation results in a change in the voting control of such corporation; or (d) if Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venture in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer. Notwithstanding the foregoing, the provisions of this paragraph 12 shall not apply to the liens of this Mortgage and current real estate taxes not yet due and payable.
- 13. No action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.
- 14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for such purpose.
- 15. Subject to and without limitation of the provisions of paragraph 12 hereof, if the ownership of the premises becomes vested in a formal person other than Mortgagor, Mortgagee, without notice to Mortgagor, may deal with such successor in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor, and may forbear to suc or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the indebtedness secured hereby.

- 16. If the payment of the indepted passe we used terebron in part books to grant to grant part of the security therefor or any guarantor thereof be released all persons now or at any time occasive thereof. Indicated in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release.
- 17. Subject to applicable law or a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day installments are payable under the Note, until the Note is paid in full, a sum (herein 'Funds') equal to the annual real estate taxes, special assessments, properly insurance premiums and mortgage insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagee, divided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagor shall not be obligated to make such payments of funds to Lender to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Mortgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds, or its funds. Unless applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or enimings on the Funds.

Upon presentation to Mortgagee by Mortgagor of bills therefor, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose. Mortgagor shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the defectors for the prior calendar year to which such bills related it the amount of Funds held by Mortgagee, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be, at Mortgage's option, either promptly repaid to Mortgagor or credited on subsequent payments to be made for such items.

The Funds are piedged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of horizogee, Mortgagee may, without being required to do so, apply any hunds at the time on deposit to payment, his whole or in part, of an i of Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagee may elect.

- 18. If Mortgagor is a corporation, Mortgagor hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgagor is a corporate trustee. Mortgagor hereby releases and waives to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.
- 19. All amounts advanced by Mortgages in recordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage shall bear interest from the date of disbursement at the post maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable law, in which even, such amounts shall bear interest at the highest rate permissible under applicable law.
- 20. If, by the laws of the United States of America of a my state of municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by law.
  - 21. Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.
- 22. This Mortgage and all provisions thereof shall extend to and be linding upon Mortgagor and all persons claiming under or through Mortgagor; the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used if more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally hable here in
- 23. Wherever possible, each provision of this Mortgage shall be interpred in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be provibled by or invalid under applicable law, such prevision or clause shall be ineffective only to the extent of such prohibition or invalidity, we from invalidating the remainder of such provision or clause or the remaining provisions and clause of this Mortgage.
- 24. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of surprelease.
- 25. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties because in reluding matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.
- 26. If Mortgagor is a trustee, then this Mortgage is executed by Mortgagor, not personally but (0,29) as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagor hereby an ants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally to pay the Note of any overest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein covailed, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or seep the reunder.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage on the day and year first above written. Cosmopolitan Bank and Trust and 18307 and 28307 and 28307 and Personally

By: Alue G. Sach Attest: Ann Mucht
Assistant Vice President Trust Officer

ACKNOWLEDGEMENT (Individual)

STATE OF ILLINOIS COUNTY OF .COOK SS.

1, the undersigned and notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT the whom the personally known to me to be the same person and whose name 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, including the release and waiver of their right of homestead.

## UNOFFICIAL COPY

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EXHIBIT V.