NB)	NBD Par	RIGGE PARE		1	/ _{Rate} 9225	520 69
This Mortg	Home Equi	April 1	. P	92 and is between \$1	Rate	
known as Tr and NBD			as Trustee unde ito and Lir	r a Trust Agreement date da Lurito, his wi Park Ridge	d fe	, 19, and ("Mortgagor") ("Mortgagee").
amount of \$ the Note at As used in t Wall Street As used in t Wall Street after the date notice by the whether from Rane' in the Interest after equal to all or any part of the Note of the Interest after equal to all or any part of the Note of the	the per annum rate equine Note and this Mortg Journal in the "Mone, the Note and this Mortg Journal is not publish to of the change in the Verbank to the undersign many past or future pr "Money Rates" column r Default, (defined belower	Credit Note dated the same de (the "Line of Credit"). al to Zero age. "Variable Rate Index" (Rates" column as the "Prigage "business day" means ed. The effective date of any triable Rate Index. The Variable Rate Index The Variable Rate Index of the Nottaguer will select a will, or maturity of the Note. (1972) percent baild principal balance of the	Interest on the (O) means the rate of the any day other the change in the able Rate Index with the event. The comparable interest when the per annum in experiments of the comparable into the per annum in experiments.	Note shall be calculated of graph per annual of interest, or the highest rate last business day of each an a Saturday or Sunday Variable Rate Index will 1 may fluctuate under the No II be applicable to all the e Wall Street Journal district rate Index and will no releration or otherwise, stees of the Variable Rate I	on the daily unpaid p in in excess of the Vi- rate if more than one is month for the prece- or general legal holi- be the first day of the te from month to mor- ourstanding indebted continues the publica- tify the Mortgagor of half be calculated at t- index. Mortgagor has	rincipal balance of ariable Rate Index., published in The eding business day, day on which The e next billing cycle inth with or without less under the Note ation of the "Prime the Index selected, the per annum rate the right to prepay
Morteagor n	romises to repay an are	gage Is Not Executed By A courts of principal and interest pay to the Bank the ans	st on the Note, t	On or before the payment ordance with the payment	date shown on the M option selected belo	ortgagor's monthly w;
. ∃ Mont	hly payments equal to o	ne received interest on the None sixteth (1/60th) of the pal and in exests on the Note, it	rincipal balance	outstanding on the Note:	or \$100.00, whicheve	r is greater.
To secure pa	ayment of the indebtedi Mortgagor does by the	ness evidenced by the Note a se presents Conv.y, Warrand d being in the County of	ind the Liabilitie t and Mortgage	s (defined below), includi- unto Mortgagee, all of M	ing any and all renew ortgagor's estate, righ	vals and extensions it, title and interest
01		in Northgate Unit 5				
FT TITLE GUARMIY ORDLA # C-5550		4 of Section 16, To	//		ast of the Thi	rd J
E GUARAMYY OF		Marian Salah S	4	92252069		22228
<u> </u>		1992 APR B PM 3:	41			ió g

2625 N. Stratford Common Address:

Arlington Hts. 11. 50004

Permanent Identification No.: 03-16-110-006

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenances, gas, oil, minerals, easements located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on o, in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a por do cof the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues, and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rem or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees. as a personal convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed: (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, except for prior Mortgages which have been disclosed to Mortgagee, security interests. liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder

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My Commission Expires: Given under my hand and notatial seal, this day of tion), as Trustee, for the uses and purposes therein set forth. of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (associadid also then and there ackowledge that he, as custodian of the corporate seal of said (corporation), affixed the said corporate seal poration) (association), as Trustee, for the uses and purposes therein set forth; and the said such such and delivered the said instrument as their own free and voluming acts, and as the free and voluming act of said (correspectively, appeared before me this day in person and a dissociation) (association) personally known to the the same persons whose names are subscribed to the foregoing instrument as a Notary Public in and for said County, in the State aforesaid, do hereby certify that State of Illinois My Commission Express Commission express 4-3-44 Motory Euclid. States of Hadols Wiven under my han a fine to the seal this form and the fine of the fine to th - Jo Kep -subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that E he Y signed and delivered the said A TAUCES A Morary Public in and for said County and State, do hereby certify that Robert J. Luxito and Linda Luxito, his wife personally known to me to be the same personals are bersonally known to me to be the samp person(s) whose name(s) are State of Illinois ..., and known as Trust No. Not personally, but as Trustee under a Trust Agreement dated over the day and year set forth above Witness the hand... Trees pur side of this document which are incorporated by reference herein. The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse such provisions shall be ineffective to the extent of such prohibitions or invaliditing invalidating the remainder of such provisions of this Mongage. be effective and vailed under an alicable law. It any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. 20. This Mortgage has been rade, executed and delivered to Mortgages in Park Redge . Illinois, and shall be construed in accordance with the law of the la

is executed by the Mortgagor, not personally, but as trustee in the ex-ereise of the power and authority conferred upon and vested in it as 19. In the event the Mortgagor is a land trustee, then this Mortgage coogramoM to engiesa ban erocessone off eobuloni "oogragi the use of any gender shall be applicable to all genders. The word "Mor-Morgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and persons or parties shall have executed the Note or this Mortgage. Each also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such or through Mortgagor. The word "Mortgagor" when used herein shall binding upon Mortgagor and all persons or parties claiming by, under

ing, issue or transfer thereof, all such personal liability of the trustee,

igagor, as trustee, because or in respect of this Mortgage or the mak-

personal liability shall be asserted or be enforceable against the Morlateral or guaranty from time to time securing payments hererof; no

through enforcement of the provisions of the Note and any other col-

of the trust estate which in part is securing the payment hereof, and the trustee, and insofar as the trustee is concerned, is payable only out

if any, being expressly waived in any manner.

18. This Mortgage and all provisions hereof, shall extend to and be

of this Mongage, if the Mongagor renders payment in full of all Liabilities secured by this Mongage.

or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deliciency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and any judgment foreclosing this Mortgage, or any tax, special assessment in whole or in part of the indebtedness secured hereby, or secured by the receiver to apply the net income in the receiver's hands in payment in which the foreclosure suit is filed may from time to time authorize sion, control,management and operation of the Premises. The court powers which may be necessary or are usual for the protection, possesthe rents, issues and profits. Such receiver shall also have all other cept for the intervention of the receiver, would be entitled to collect tion or not, as well as during any further times when Mortgagor, ex-

expenses, including recording fees and otherwise, to release the lien

Its yeq bas agrees and relicing the lien of this Morigage ange all Al

16. Mongagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose,

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and deficiency.

Let No action for the enforcement of the fien of or or any provision of

the Note.

full summory period of redemption, if any, whether there be redempthe foreclosure suit and, in case of a sale and a deficiency, during the

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Mortgagor shall pay in full under protest. In the map her provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

- 3. Upon the request of Mongagee, Mongagor shall deliver to Mongagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mongagor to Mongagee, which assignments shall be in form and substance satisfactory to Mongagee; Mongagor shall not, without Mongagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use is hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgage? with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or om thing to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Prenaise, insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time or designated by Mortgagee. Mortgagor shall keep all buildings and increments Thow or herafter situated on the Premises insured against loss (r d image by flood, if the Premises is located in a flood hazard zone Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.
 - 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mongagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances. Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has

- the Mortgagor to completely cure any Cause for Default and to deliver to the Mortgagor to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of the Mortgagor to pay the Note or Liabilities in accordance with their terms.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, 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 Premises, shall be made without the prior written consent of Mortgagee.
- II. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' and paralegals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- 12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, outlays for documentary and expert evidence, senographers' charges, publication costs and costs of procuring all the arcts of title, title searches and examinations, title insurance policies, Torten; certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the fi reclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid of Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any p occeeding, including without limitation, probate and bankruptcy proceed ngs, to which Mortgagee shall be a party, either as plaintiff, claim in r defendant, by reason of this Mortgage or any indebtedness secure a traceby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to loreclose when r o not actually commenced or preparation for the commencement of an, suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraphs; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of

CBT-834



RELEASE OF MORTGAGE

"Mortgagee"), for and in consideration of the payment of the indebteds and the cancellation of all the Notes thereby secured, and of the sum of acknowledged, does hereby REMISE, RELEASE, CONVEY and QUIT Lurito, His Wife	f One Dollar (\$1.00), the receipt whereof is hereby CLAIM unto Robert J/ Lurito and Linda
heirs, legal representatives and assigns, all the right, title, interest, cl through or by a certain Mortgage, bearing date the	aim or demand whatsoever it may have acquired in,day of
Lot 579 in Northgate Unit 5, being a Subdivisi	on in the North 1/2 of the
Northwest 1/4 of Section 16, Township 42 North	, Range II, East of the Third
Principal Meridian, in Cook County, Illinois	
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5 P.I.N. 03-16-110-066	
FER THE PROTECTION OF THE EVINER, THE TILED WAS THE TILE COLD OF 17381 WAS FILED.	DE CASE SHALLI Nove divide and
THITGAGE OR DEED OF 12381 WAS FILED.	
The state of the s	
together with all the privileges and appurtenances thereunto belonging o	r appertaining.
IN WITNESS WHEREOF, said NBD PARK RIDGE b.D.K, be signed by its Vice-President, attested by its Assistant Sec.e	
NBD PARK	RIDGE BANK
By	ce President
Corporate Seal Attact #	Mary & Facuson
	Mary E. Faceson Harry E. Fagerson
Seal Attest A	0,
Seal Attest Attest STATE OF ILLINOIS, I, Frances R. Altier	i O
Seal AttestA STATE OF ILLINOIS, SS. a Notary Public in and for DO HEREBY CERTIFY THA	and residing in said Courty, in the State aforesaid,
STATE OF ILLINOIS, County of	and residing in said County, in the State aforesaid, G. M. Wilson PARK RIDGE BANK Pagerson Assistant Secretary ons whose names are subscribed to the foregoing, appeared before me this day in person and active free and voluntary acts, and as the free and ary did also then and there acknowledge that s he,
STATE OF ILLINOIS, County of Cook Cook County of Cook	and residing in said Courty, in the State aforesaid, G. M. Wilson PARK RIDGE BANK PARK RIDGE BANK Assistant Secretary ons whose names are subscribed to the foregoing, appeared before me this day in person and action free and voluntary acts, and as the free and ary did also then and there acknowledge that she, the said corporate seal of said banking corporation, afree and voluntary act of said banking corporation,
State of Illinois, State of Illinois, County of	and residing in said Courty, in the State aforesaid, G. M. Wilson PARK RIDGE BANK Pagerson Assistant Secretary ons whose names are subscribed to the foregoing, appeared before me this day in person and action free and voluntary acts, and as the free and ary did also then and there acknowledge that she, the said corporate seal of said banking corporation
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State of Illinois, SS. a Notary Public in and for DO HEREBY CERTIFY THA Vice-President of NHD ized and existing under the laws of the State of Illinois, and Mary E of said banking corporation, personally known to me to be the same personalty and they signed and delivered the said instrument as their or coluntary act of said banking corporation, and the said Assistant Secretars as custodian of the corporate seal of said banking corporation, did affix own free and voluntary act, and as the or the uses and purposes therein set forth. SIVEN under my hand and Notarial Sealing Se	and residing in said Courty, in the State aforesaid, G. M. Wilson PARK RIDGE BANK PASSISTANT Secretary ons whose names are subscribed to the foregoing, appeared before me this day in person and action free and voluntary acts, and as the free and ary did also then and there acknowledge that she, the said corporate seal of said banking corporation, are free and voluntary act of said banking corporation, and the said corporation, and the said corporation, and the said banking corporation and the said banking corpora

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MAILTO, MR. & MIRS. RUBERT J. CURITO 2625 N. STRATFORD ARLINGTON HTS, 16 60004