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MORTGAGE

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6741 CHURCH STREET HANOVER PARK, IL. 60103

IDENTIFICATION NO.

6741" CHURCH STREET

HANOVER PARK, II. 60103
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1, GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and futures; privileges, hereditaments, and appurenances; leases and other agreements; easements, royalties, leasehold splate, if a leasehold; rents, issues and property (our unable of the real property (our unable of the real property (our unable of the real property).

2. OBLIGATIONS. This Morgage shall secure the payment and performance of all of Borrower's and Grantor's present and district indebtadaess, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage ar (th) following promissory notes and other agreements:

MYEREST	PPINCIPAL AMOUNT/ CREDIT LIMIT	AGNEEMENT DATE	MAYUMITY DATK	NUMBER	MANNEN
- VARIABLE	729,000.00	05/13/94	105/13/36: (11)	130 <b>451229497</b> (1)	egitagnik ar fir fellin (d. 19 <b>88</b> Noonale egiska alam ar egiska e
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·		( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	प्रकार कर व्याप्त संस्कृति स्तर्	#0211 # DW	16 05/23/94 14152101 2-481136
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- (b) all renewals, extensions, amendments, modifications, replacements of substitutions to any of the toregoing;
  (c) applicable law.
- PURPOSE. This Manage and the Obligation described herein are executed and incurred for consumer purposes.
- a. FLITURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit of described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such of thurs advances were made on the date of the execution of this hortpage, and although there may be no indebtedness—utstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may inpresse or described the total of all such indebtedness so are oured shall not exceed \$1.000.000. decrease from time to time, but the total of all such indebtedness so us bured shall not exceed \$-
- g. EXPENSES. To the extent permitted by law, this Mortgage secures the Fripayment of all amounts expended by Lender to perform Granton's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, holuding but not limited to, amounts expended for the payment of taxes, special deserging the Property, plus interest thereon.
  - REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents warrants and covenants to Lender that:
  - (a) Grantor shall maintain the Property free of all liens, security interests, enor int rances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
  - Schedule 8 which is attached to this Mortgage and incorporated herein by reference.

    (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party hat wed; generated, released, discharged, stored, or disposed of any "lazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" is all mean any hazardous wasts, toxic substances, or any other substance, materials, or waste which is or becomes regulated by any governmental withority including; but not limited to, (i) permisum; (ii) frable or nonfrisble asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or waster designated as a "hazardous substances" pursuant to Section 307 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or listed pursuant to these substances, materials or waster to the converse of the Converse of the Converse of the Clean Water Act or listed pursuant to Section 401 or any amendments or replacements to that statute; or (vi) those substances, materials or waster defined as a "hazardous substances" pursuant to Section 401 or any after the Converse of the Converse of the Converse of the Converse of the clean to the statute or any other. of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments of replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
  - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Molto age and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which ruley be binding on Grantor at any time;
  - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; an 4
  - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other arrement which might materially affect the Property (Including, but not limited to, those governing Hazardous Materials) or Lender's rights or into a principle pursuant to this Mortuage.
- TRANSPERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person with any the prior written approval of sender of all or any part of the real property described in Schedule A. or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, Irust, or other legal entity), Lender may, at Lender's option declare the stime secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- a. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lander to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide eral or written notice of its interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lander's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto, it agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lander any indebtedness or obligation owing to Grantor with respect to the Property (outmulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification, in the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lander apart from its other property, endorse the instruments and other remittances. Lander with provide Lender with payments and other remittances. Lander shall be entitled, but not required to collect the lender and intermediately provide Lender with the time for payment, compromise, archange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lander shall not be liable to Grantor for any action, error, mistake, quission or delay partaining to the actions described in this paragraph or any damages resulting therefrom. to. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but I limited to, lessess, licensess, governmental authorities and insurance companies) to pay Lander any indebtedness or obligation owing to Grantor with As garding to be a few quarters of the most
- 15). ISE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense. 2750

- 12. LOSS OR DAMAGE. Grant r st at year the ent re rist of any loss, thet, destruction or demagn (burnulatively "Loss or Damage") to the Property or any portion thereof from any case what be very little in ent of any Loss of Entage, Granto shall at the property to the previous condition or pay or cause to be paid to Lender the decrease in the rair market value or the affected Property.
- 13. INSURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lander in its sole discretion. The Insurance policies shall require the Insurance porovide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgages and provide that no act or ornization of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 25 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies shall be constantly assigned, pladged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender and Grantor, Lender shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lander with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lander and shall be applied first to the payment of Lander's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to custors or repair the Property.
- 16. LENDER'S RIGHT TO COPPMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other took i proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Granter for any action, error, mistans, emission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

  Nothing contained herein will prevent Lands from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lander shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its ehereholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of works, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not timited to, those involving Hazardous (Arterials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lander from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lander shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lander shall survive the termination, release or foreolosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes are assessments relating to Properly when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the wat need annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the hinds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due of the thursof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information containing in Grantor's books and records shall be genuine, true, accurate and required by Lender for mese purposes. All of the signatures and mormation of the Grantor shall respects. Grantor shall note the existence of Lender's interest in the books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may require, regarding Grantor's financial condition or the Property. The Information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lander may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any imended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (r) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may new to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
  - 21. DEFAULT, Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial or notition;
  (b) fails to meet the repayment terms of the Obligations; or (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property Grantor's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, failing to maintal (in surance or to pay taxes on the Property, allowing a lien benior to Lender's to result on the Property without Lender's written consent, allowing the transfering title to receive the union of the property through the manner which would be destructive to the Property, or using the property in an illegal manner which may subject to Property to seigure of confiscation.
- RIGHTS OF LENDER Off DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
  - to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

  - to declare the Obligations immediately due and payable in full; to collect the outstanding Obligations with or without recording to judicial process;
  - (of to collect the cutstanding Obligations with or without recorting to judicial process; (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a piece reasonably convenient to

  - Grantor and Lender;
    (a) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
    (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
    (g) to foreclose this Morgage;
    (f) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monles, instruments, and deposit accounts

  - maintained with Lender; and
    (i) to exercise all other rights available to Lender under any other written agreement or applicable law.
- Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.
- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' less, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

ng My right or remedy under this Morigage, 28. COLLECTION COSTS. If Lan fer it says action by the content of collection of the content of the collection of the col amount due or • if 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lander. 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lander for all amounts (including attorneys' less and legal expenses) expended by Lender in the performance of any action required to be taken by Granter or the exercise of any right or remedy of Lander under this Mortgage, together with interest thereon at the lower of the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein. 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (notuding attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lander chooses. 29. POWER OF ATTORNEY. Granter hereby appoints Lender as its atterney-in-fact to endorse Granter's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or executed by Granter under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Granter from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are soupled with an interest and 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any provious lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record. 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein exist be deemed to obligate Lender to release any of its interest in the Property. 32. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lander. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Linder amends, compromises, exchanges, fells to exercise, impairs or releases any of the Obligations belonging to any of the rights of gainst any Grantor, third party or any of its rights a gainst any Grantor, third party or the Property. 33. SUCCESSORS AND ASSIGN 8. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, ac and districtors, personal representatives, legatess and devisees. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other addices as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given thre (1) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given. 35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable. 36. APPLICABLE LAW. This Morgage shall be governed by the laws of the state where the Poperty le located. Grantov dorsents to the fulfection and venue of any court ideated in such state. .ខាចខេត្តក MERIDIAN, 14 COOK COURTY, 37. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor valves presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortpage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and a ty related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents. Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment. Extension of the cime for payment or modification of any other term of the Obligations or this Mortgage granted or Lender to any successor in interest of Borrower will not operate in any way to release the limitity of the original Borrower and Borrower's successors in interest. Lender will not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the obligations, the agreements executed in connection with the foligations, or this Mortgage by reason of any demand made by original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or yready under the Obligations or otherwise afforded by applicable law, will not be a waiver of or areclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by lender will not be a waiver of Lender's rights to accelerate the maturity of the Obligations secured by this Mortgage. SE. ADDITIONAL TERMS di akka ni Ceri Grantor soknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Deted: MAY 13, 1994 GRANTOR GRANTOR:

State of ILLINOIS UNOFFIC	IAL COPY
County of COOK	County of
public in and for said County, in the State adoresaid, DO HEREBY CERTIFY	i,, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that LORETO A. & BRIDGET BINANTI personally known to me to be the same person S whose name subscribed to the foregoing instrument, appeared before me	personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me
this day in person and soknowledged that The Y	this day in person and acknowledged that
Given under my hand and official and, tale 13TH day of	Given under my hand and official seal, this day of
Commission exports:    Commission exports:   Commission Exports   Commission   Comm	Notary Public  Commission expires:
MY WITH A	DULEA
The street address of the Property (f applicable) is: 6741 CHURCE STREET HANOVER PARK, IL 50103	
Ox	
Permanent Index No.(a):06-36-403-006  The legal description of the Property is:     LOT 6 IN BLOCK 25 HAMOVER PARK ESPICES, BEI 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE MERIDIAN, IN COOK COUNTY, ILLINOIS.	NG A SUBDIVISION OF THE MAST 9, MAST OF THE THIRD PRINCIPAL
7	
	Unit.
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This instrument was prepared by: S. ANNORENO C/O MARRIS BANK ROSELLE, BOX 72200, ROSELLE, IL 60172

After recording return to Levider.