

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

STANDARD FEDERAL BANK for savings  
6410 W. 127th Street  
Palos Heights, IL 60463

## WHEN RECORDED MAIL TO:

STANDARD FEDERAL BANK for savings  
6410 W. 127th Street  
Palos Heights, IL 60463

**94495143**

**0001**	RECORDIN	MAIL	SUBTOTAL
	1	94495143 #	CHECK

2 PUBLIC CTR  
0010 MCH  
43:48

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRANCH OFFICE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED MAY 6, 1994, between DANIEL J. CONSIDINE and GERALDINE CONSIDINE, (TENANTS BY THE ENTIRETY), whose address is 5701 S. MEADE, CHICAGO, IL 60638 (referred to below as "Grantor"); and STANDARD FEDERAL BANK for savings, whose address is 6410 W. 127th Street, Palos Heights, IL 60463 (referred to below as "Lender").

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

THE N 1/2 OF LOT 15 IN BLOCK 31 IN GARFIELD RIDGE FIRST ADDITION, A SUBDIVISION OF ALL THAT PART OF THE E 1/2 OF THE W 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5701 S. MEADE, CHICAGO, IL 60638. The Real Property tax identification number is 19-17-122-033.

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

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

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

**Grantor.** The word "Grantor" means DANIEL J. CONSIDINE and GERALDINE CONSIDINE. The Grantor is the mortgagor under this Mortgage.

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

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

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

**Lender.** The word "Lender" means STANDARD FEDERAL BANK for savings, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

**Note.** The word "Note" means the promissory note or credit agreement dated May 6, 1994, in the original principal amount of \$21,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for, the promissory note or agreement. The interest rate on the Note is 9.250%. The Note is payable in 72 monthly payments of \$381.20. The maturity date of this Mortgage is May 11, 2000.

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

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

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

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

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

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

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

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and

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**EXCERPTS FROM THE AGREEMENT**

**EXCERPT 1: PROVISIONS RELATING TO PROPERTY DAMAGE AND INSURANCE**

1. **PROPERTY DAMAGE:** The lessee shall not commit any act which may damage or injure the property or any part thereof.

2. **INSURANCE:** The lessee shall maintain insurance on the property for the full amount of the rental value, subject to the following conditions:

- (a) The lessee shall pay all premiums and expenses for insurance.
- (b) The lessee shall provide evidence of insurance coverage to the lessor at least annually.
- (c) The lessee shall pay all costs associated with insurance, including premium payments and deductibles.
- (d) The lessee shall not make any changes to the insurance coverage without the prior written consent of the lessor.

3. **LESSOR'S LIABILITY:** The lessor shall not be liable for damage to the property caused by acts of God, war, riot, civil commotion, or other force majeure events.

4. **RENT PAYMENT:** The lessee shall pay rent monthly in advance, on the first day of each month.

5. **TERM:** The lease term will begin on [REDACTED] and end on [REDACTED].

6. **TERMINATION:** The lease may be terminated by either party upon 30 days written notice.

7. **DISPOSITION:** The lessor shall have the right to sell the property at any time, provided that the lessee has given 90 days written notice.

8. **RIGHTS OF ENTRY:** The lessor may enter the property at any time with or without notice, except during normal business hours.

9. **REPAIRS:** The lessee shall repair any damage to the property造成的由他所為的，except for damage caused by acts of God or other force majeure events.

10. **TERM RENEWAL:** The lease term will automatically renew for one year unless either party provides written notice of non-renewal at least 6 months prior to the expiration date.

11. **DISPUTES:** Any disputes arising under this agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

12. **GENERAL:** This agreement contains the entire understanding between the parties and supersedes all prior agreements.

[Signature]

[Signature]

Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

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

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

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

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

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

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

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

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

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

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

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

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

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

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

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any

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such waiver is in writing and such notice or a provision of this mortgage shall constitute a waiver of or release of any right of any other party under this mortgage. A waiver by any party of its rights under this mortgage shall operate to waive all rights under this mortgage.

Waiver of All Indebtednesses. Grantor hereby releases all beneficiaries of the homeestead exemption laws of the State of Wisconsin as to all indebtednesses secured by this Mortgage.

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

Successors and Assigns. Successors and assigns of this Mortgagor from the date of this instrument to his Mortgagor and his successors and assigns of this Mortgagor shall be bound by every of the terms and conditions of this instrument without regard to their status or condition at the time of this instrument to his Mortgagor.

Successors and Assigns. Successors and assigns of this Mortgagor shall be bound by every of the terms and conditions of this instrument without regard to their status or condition at the time of this instrument to his Mortgagor.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all releases of Grantor shall be binding upon Grantor, his heirs, executors, administrators, and personal representatives.

Merger. There shall be no merger of the interests of Lender or Grantor, unless by written consent of Lender.

Capital Freedoms. Capital contributions in this Mortgage are for conventional purposes only and are not to be used to finance the operations of this Mortgage.

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

Amendments. This Mortgage, together with any Relieved Documents, constitutes the entire understanding and agreement of the parties as to the amendments set forth in this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, shall be in writing and shall be given to the parties to whom it is addressed in the manner provided by law.

Attorneys' Fees; Expenses. If Lender incurs any cost of action to enjoin a party to perform any of the terms of this Mortgage, Lender shall be entitled to recover attorney's fees and expenses incurred by Lender to defend itself against a party charged or bound by the beginning of this Mortgage.

Waiver of Elecution of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of any remedy available to Lender except as provided in this section.

Notice of Sale. Notice of other intended disposition of the real estate property is to be given to the parties to whom it is addressed in writing and shall give Lender a reasonable notice of the sale or disposition, which may include a statement of the purpose of the sale, the name of the purchaser, the price, and the date of the sale, or in case of a sale by auction, the name of the auctioneer, the date of the sale, and the place where it will be held, and a reasonable time for Lender to perform an affidavit of Grantor shall not exceed ten (10) days before the time of the sale or disposition.

Sale of the Property. To the extent permitted by law, Lender shall have all rights to exercise its rights under this Mortgage to sell all or any part of the property or any interest in the property, in one sale or by separate sales, and in any manner, and in any event, Lender shall be entitled to bid at any public sale on behalf of any party to whom it is addressed.

Other Remedies. Lender shall have all other remedies available to him or her under this Mortgage or in law or equity, including specific performance, injunction, or replevin, or any other remedy available to Lender.

Judicial Foreclosure. Lender may obtain a decree foreclosing Grantor's interest in all or any part of the property.

Mortgagee in Possession. Lender shall have the right to be possessed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the property or any interest in the property, whether or not the appraiser waives all or any part of the power to permit it to do so.

Collateral. Lender shall have the right to require Grantor to make payment of any sum due and payable, and to apply the same toward payment of any sum due and payable, whether or not the payment made is sufficient to pay all or any part of the amount due and payable, or to pay all or any part of the amount due and payable, whether or not the payment made is sufficient to pay all or any part of the amount due and payable.

UCC Remedies. With respect to all or any part of the personal property, Lender shall have all the rights and remedies of a secured party under Article 9 of the UCC.

Accelerated Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, provided that Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and after notice to any trustee, lender, or holder of the instrument, may exercise all or some of the powers granted to him or her under this instrument.

Events of Default. Any of the preceding events of default occurring events which result in any acceleration of any or the independentness of such guarantor.

Indebtedness. A default shall occur under any existing indebtedness of under any instrument of other obligator to whom it is not remedied within thirty (30) days following notice of non-payment or non-delivery of payment.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement which grants Lender the right to provide for the payment of sums due and payable under this instrument.

Forfeiture, etc. Commencement of foreclosure of property, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any government agency or any other person or entity having power of sale or removal of property, provides that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfied to the extent of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or removal of property.

Any other method, by any creditor of Grantor or by any government agency or any other person or entity having power of sale or removal of property, provides that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfied to the extent of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or removal of property.

Assumption of Agreement. Any type of credit or workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

X *Daniel J. Considine*  
DANIEL J. CONSIDINE

X *Geraldine Considine*  
GERALDINE CONSIDINE

This Mortgage prepared by: STANDARD FEDERAL BANK for savings  
8410 W. 127th Street  
Palos Heights, Illinois 60463

"OFFICIAL SEAL"

LAURA L. SCORDO

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 11/15/95

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)  
COUNTY OF Will)  
188

On this day before me, the undersigned Notary Public, personally appeared DANIEL J. CONSIDINE and GERALDINE CONSIDINE, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6<sup>th</sup> day of May, 1994.

By Laura L. Scordo Residing at Will  
Notary Public in and for the State of Illinois My commission expires 11-15-94

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17A (c) 1994 CFI ProSeal, Inc. All rights reserved. (IL-G03 P3.17 5CONSIDLN R1.OVL)

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