

## PNOFFICIAL COP' ABSTRAC

MORTGAGE

41900000000137662\* 585/4103/J G17

GRANTOR

ADDRESS 727 SOUTH DEARBORN, UNIT 1012

60603

LAWRENCE L. MICHAELIS ELEANOR C. MICHAL HUSBAND AND WIFE MICHAELIS

BORROWER

AWRENCE L. MICHABLIS ELEANOR C. MICEAPADOR RECORDING

T00012 TRAN 2115 09/22/94 11:15:00 04997 \$ ENC #-94-82/7424 COOK COUNTY RECORDER

422,50

727 SOUTH DEARBORN, UNIT 1012

CHICAGO, IL 60605

(LENDEA:

CHICAGO, IL FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE SICUX FALLS, SD 57117

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 fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

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

(a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT	AGREEMENT DATE	MATURITY
\$100,000.00	08/16/94	08/16/99

(b) all renewals, extensions, amendments, in officiations, replacements or substitutions to any of the foregoing;

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(c) applicable law.

3. PURPOSE. This Mortgage and the Obligations of scribbid herein are executed and incurred for consumer purposes.

4. The total amount of indebtedness secured by this harmone under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 100,000.00 plus interest, collection costs, and amounts secured to protect the ilen of this Mortgage. The Note secured hereby evidences a "Revolving Credit" as defined in B15 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness and future advance 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, vimout 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 or attending at the time any advance is made

5. EXPENSES. To the extent permitted by law, this Mortgage secure the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and liens and encumbrances of record;

encumbrances of record;

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party his used, generated, released, discharged, stored, or disposed of any "Hazardous 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" shall mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmenta authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyis; (iv) those substances, materials universe designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 10.14 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 10.14 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute. rule, regulation or ordinance now or hereafter in effect: 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 Mongage 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 may 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; and

(a) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract on office agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or infact in the Property pursuant to this Mortgage.

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lander 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 is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may at Lender's option declare the sums 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.

8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender 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 oral 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 fall 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 Lender's prior written consent, shall not: (a) collect any monles 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 materials breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any 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 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 Lender any Indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "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 Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange 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. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. any damages resulting therefrom

11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good conditions. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compilance 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 judgest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

LP-R.508 @ FormAtion Technologies, Ind. [11/30/80] (800) 807-3798

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- 13. INSURANCE. Granter 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 Lender in its sole discretion. The insurance policies shall require the insurance company to provide 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 mortgagee and provide that no act or omission 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 faw) may in its discretion procure appropriate insurance coverage upon the by maintain insurance control to the providing indice as may be required by law) may lift as described in Paragraph 27 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, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lander is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of shall have any expectations and the Represent of the due detection 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. Granter 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 Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Crantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Froperty. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or aminent domain proceedings et 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 restore or repair the Property.
- 16. LENDER'S RIGHT TO COM MENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, sults, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be flable to Grantor for any action, error, mistake, companies or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender for it taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property Tr. INDEMRIFICATION. Lettur shall not assume or be responsible for the periormance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediate y provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous I ster als). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and excessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these emounts shall be applied to the payrien, 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 funds 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 date the right.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Gran or 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 contains a in Grantor's books and records sitall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's Interest in its blooks and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request solution 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 Lender 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 intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (\*,\*)\*\* 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 mak a 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 or this multipage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

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- to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financi if cor dition;
  (b) falls to meet the repayment terms of the Obligations; or
  (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property of Lender's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain insurance or to pay taxes on the Property, allowing a fien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a flenholder other than Lender, committing waste of the Property or using the Property in an illegal manner which may subject the Property to seizure or confiscation.
- 22. RIGHTS OF LENDER ON 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):
  - (a) to terminate or auspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
    (b) to declare the Obligations immediately due and payable in full;
    (c) to collect the outstanding Obligations with or without resorting to judicial process;
    (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to

  - (e) 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 Brooken state.
  - (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;
  - (c) to foreclose this Mortgage;
  - (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
  - (1) 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 Mongage 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' fees, 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 homestend or other exemptions to which Grantor would otherwise be led under any applicable law

28. COLLECTION COSTS. If Linder hing on all it say to assist in coll Grantor agrees to pay Lander's reasonable atturney. I see and costs.	over a mount due or residing any right or remedy under this Mortgage,
26. SATISFACTION. Upon the payment in full of the Obligations, this Mo	rigace shall be satisfied of record by Lender.
27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon Lender for all amounts (including attorneys' fees and legal expenses) exp Creator or the exercise of early light or remedy of Lender under this Mortra.	demand, to the extent permitted by law, Grantor shall immediately reimburse ended by Lender in the performance of any action required to be taken by ge, together with interest thereon at the lower of the highest rate described in until the date of reimbursement. These sums shall be included in the definition
28. APPLICATION OF PAYMENTS. All payments made by or on beha attorneys' fees and legal expenses), to the extent permitted by law, in conne then to the payment of the remaining Obligations in whatever order Lander of	if of Grantor may be applied against the amounts paid by Lender (including ction with the exercise of its rights or remedies described in this Mortgage and hooses.
pertaining to the Obligations or Indebtedness. In addition, Lender shall be required to be taken or executed by Grantor under this Mortgage. Lender's	mey-in-fact to endorse Grantor's name on all instruments and other documents e entitled, but not required, to perform any action or execute any document performance of such action or execution of such documents shall not relieve owers of attorney described in this paragraph are coupled with an interest and
30. SUBROGATION OF LENDER. Lender shall be subrogated to the discharged with funds advanced by Lender regardless of whether these lient	rights of the holder of any previous ilen, security interest or encumbrance, security interests or other encumbrances have been released of record.
31. PARTIAL RELEASE. Lender may release its interest in a portion of affecting its interest in the remaining portion of the Property. Except as pri release any of its interest? The Property.	the Property by executing and recording one or more partial releases without ovided in paragraph 26, nothing herein shall be deemed to obligate Lender to
contained in a writing sign of by Lender. Lender may perform any of Gran waiver of those Obligations or lights. A waiver on one occasion shall not	by of Grantor's Obligations or Lender's rights under this Mortgage must be tor's Obligations or delay or fall to exercise any of its rights without causing a constitute a waiver on any other occasion. Grantor's Obligations under this in, falls to exercise, Impairs or releases any of the Obligations belonging to any Property.
33. SUCCESSORS AND ASSI 3K's. This Mortgage shall be binding successors, assigns, trustees, receivers administrators, personal representati	upon and inure to the benefit of Grantor and Lender and their respective ives, legatees and devisees.
described in this Mortgage or such other address as the parties may design	er this Mortgage shall be in writing and sent to the parties at the addresses ate in writing from time to lime. Any such notice so given and sent by certified ce is sent and any other such notice shall be deemed given when received by
35. SEVERABILITY. If any provision of this Mortgrige violates the law enforceable.	or is unenforceable, the rest of the Mortgage shall continue to be valid and
36. APPLICABLE LAW. This Montgage shall be governed by the laws of and venue of any court located in such state.	of the state where the Property is located. Grantor consents to the jurisdiction
and protest except as required by law. All references to Grantor in tills Mortheir Obligations shall be joint and several. Grantor hereby walves any	sence. Grantor waives presentment, demand for payment, notice of dishonor tage shall include all persons signing below. If there is more than one Grantor, ight to trial by jury in any civil action arising out of, or based upon, this related documents represent the complete integrated understanding between
38. TRUSTEE'S EXCULPATION. This Mortgage is executed by not personally but solely as Trustee under Trust Agreement date.	edand known as Trust No.
covenants and conditions to be performed by	re made on information and belief and are to be construed accordingly, and no
	by reason of any
of the terms, provisions, stipulations, covenants and/or statements contained	in this someoner.
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	in this agreement.
Grantor acknowledges that Grantor has read, understands, and agrees to the	in this agreement.
Grantor acknowledges that Grantor has read, understands, and agrees to the Dated: AUGUST 16, 1994	in this agreement.
Grantor acknowledges that Grantor has read, understands, and agrees to the Dated: AUGUST 16, 1994  X UUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUU	terms and conditions of this Mortgage.

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Property of Cook County Clerk's Office

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County of Contick	<b>***</b>	County of	94.
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