

## ABSTRACT



4190080805140625 582/4103/LJC06

94907200

GRANTOR

BLASINGAME \*\* DAY .T. CHRISTINE BLASINGAME HUSBAND AND WIFE

\*AKA RAY BLASINGAME

ADDRESS

211 BROWN AVENUE EVANSTON, IL 60 60202 BORROWER

BLAS INGAME BLASINGAME CHRISTIME

211 BROWN AVENUE EVANSTON, IL 60

FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE SIOUX FALLS, BD 57117 ÍLENDER:

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, issuee and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (oursulatively "Property").

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

(a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/ AGRESMENT DATE	MATURITY 1 (1) DATE ON 65
\$172,500.00	09/12/94	Q9/12/ <del>9</del> 9
7		

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

(c) applicable law.

3. PURPOSE. This Mortgage and the Obligations des/ riber herein are executed and incurred for consumer purposes.

4. The total amount of indebtedness secured by this hartpage under the promissory note or agreement (the "NOTE") secured hereby may increase or presse from time to time, but the total of all such indebtedness so secured shall not exceed \$ 172,500.00 plus interest, collection plus interest, collection decrease from time to time, but the total of all such indebterners so secured shall not exceed \$ costs, and amounts secured to protect the lien of this Mortgage in / Note secured hereby evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The tien 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, to rout 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 indebtednes; outrainding at the time any advance is made.

5. EXPENSES. To the extent permitted by law, this Mortgage secures he 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, Perrants and covenants to Lender that:

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

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transport of 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 waste, toxic substances, or any not commit or permit such actions to be taken in the future. The term "Hazardous Material" is all mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nontriable asbestos; (iii) polychlorinated biphenyls, (iv) those substances, materials or waste designated as a "hazardous substances pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or replacements to replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 on 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 101 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;
(c) Grantor has the right and is duly authorized to execute and nadorm list Childrentons under this Morforce and these actions do not and shall not

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Morigine 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

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other careement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lander's rights or interest in the Property pursuant to this Mortgage

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person villhout the prior written approval of Lender 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, trust, or other legal entity), Lender may, a Unider'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.

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 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 semination 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 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. 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 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 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 condition Grantor shall not 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 correent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, 2750 shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

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- 12. LOSS OR DAMAGE. Granter shall beet the date rise of any loss, then destruction or damage, combinitiely "Loss or Damage") to the Property of any portion thereof from any case what a real in the part of any loss or Damage. Granto shall at the potential the affected Property in its previous condition or pay or cause to be paid to Damage the discrease in the last manual sequence of the effected Property.

  13. INSURANCE. Grantor shall been the finance of the condition of the effected 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 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 discretion. The insurance policies shall require the insurance company to provide Lender with all least trimy (507 days writtes: holice before start policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgages 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 fost 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 fails 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 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 Inturence policies shall be constantly assigned, pleaged and delivered to bence for future securing the Congations. It the event of toos, Grantor shall immediately give Lender written notice and Lender is authorized to make proportion loss. Each insurance company is directled 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 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 Lender with written notice of any proposed changes to the zoning provisions or private coverants 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 hareby assigned to Lender and shall be applied first to the payme it of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceduing 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 rectore or repair the Property.
- 18. LENDER'S RIGHT TO CO AMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other or see iding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or office "OC proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mist is comission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not exaume 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 shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its sharehold are directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of across, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazarduss Maieriais). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenser and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Trantor'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 assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lander each month one-twelfth (1/12) of the ever and annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no detault, 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 propriet in the sole option to a popular to be 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 sol.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Stallton shall allow Lender on its agents to examine and inspect the Property and examine, inspect and make copies of Granton's books and records pertaining to the Property from time to time. Granton shall provide any assistance required by Lender for these purposes. All of the signatures and information contilined in Granton's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lander's interest in its corks and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lander, such information as Lander may requery regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shull five 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, Gran or at all deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (1) (no outstanding balance on the Obligations; and (b) whether Grantor possosses 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 inally 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 his Mortgage, including, but not limited to, false statements made by Grantor about Grantor's Income, assets, or any other aspects of Grantor's financial condition;

- to, raise statements made by Grantor about Grantor's Income, assets, or any other aspects of Grantor's financial con-lition;
  (b) fails 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. It inder's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain institutes or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the 'aking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing wasts of the Property to seizure or conflication.
- 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 suspend further advances or reduce the credit limit under the promissory riotes 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 Grantor and Lender;

(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 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 Mortgage;
(h) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, montes, instruments, and deposit accounts naintained with Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lander'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 shalf 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 ilmited 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 homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

I amorant any right or remedy under this Mora o ille on ng any amount due 28. COLLECTION COSTS. H Lar Granter agrees to pay Lender's re 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender. 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or 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 (Including 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 Lender chooses. 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedriess. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not refleve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable. 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous ilen, 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.

21. 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 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

32. MODIFICATION & 40 WAIVER. The modification or waiver of any of Grantor's Obligations or Lander's rights under this Mortgage must be contained in a writing sign of by Lender. 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 rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, excharges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its lights against any Grantor, third party or the Property.

33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers administrators, personal representatives, legatees and devisees.

34. NOTICES. Any notice or other (or imunication 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 sources as the parties may designate in writing from time to time. Any such notice so given and sent by certified mall, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by erson to whom such notice is being given.

35. SEVERABILITY. If any provision of this Wortgram violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable

38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

37. MISCELLANEOUS. Grantor and Lender agree that time is of the easence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor having shall include all persons signing below. If there is more than one of disastors are the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

In the exercise of the p	all statements herein made are made on information and belie	rustee, All the terms, provisions, supulsuoi are undertaken hu it solelu
the terms, provisions, stipulations, covenant	and/or statements contained in this agreement.	
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Grantor acknowledges that Grantor has read, understands, and agrees to the	terms and conditions of this worldeds:
Deted: SEPTEMBER 12, 1994	
GRANTOR RAY J. BLAS INGAME . 9/12/94	
GRANTOR: RAY J. BLASINGAME **	GRANTOR:
**AKA RAY BLASINGAME	
Mister Blasingon	
GRANTOR CHRISTINE BLASINGAME	GRANTOR:

Page 3 of 4

State of Mely 1800 UNOFFIC	CIAL COPY , MY
County of Cook	County of
, LAURI J. CIESIAN.	notary (,, a notary
public in and for said County, in the State aforesaid, DO HEREBY CE that RAY J. BLASINGAME** and CHRISTING	ERTIFY public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
BLASINGAME, MUSBAND AND WIFE	personally known to me to be the same person whose name
personally known to me to be the same person whose	e name this day in person and scknowledged that
subscribed to the foregoing instrument, appeared before this day in person and acknowledged that	ore me signed, sealed and delivered the said instrument asfree
signed, sealed and delivered the said instrument as	
and voluntary act, for the uses and purposes herein set forth.	Given under my hand and official seal, this day of
Given under my hand and official seal, this	day of Notary Public
"OFFICIAL	L SEAL Zamela An augles
Notary Public Notary Public, Si	State of Ulinois
Commission expires: 6-19-95 My Commission E	xpites 6/19/95
<b>O</b> _	SCHEDULE A
The street address of the Property (/ an slicable) is: 211 BROWN	SURMIR
EVANSTON,	IL 60202
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Ox	
Permanent Index No.(s): 10-25-109-005	
The legal description of the Property located in COOR	County, #linois is:
ementuration in the morth 1.7	COMPANY'S DODGE AVENUE RAPID TRANSIT OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF B, RANGE 13, AS PER PLAT FILED NOVEMBER 30, COCA COUNTY, ILLINOIS.
	. DEPT-01 RECORDING \$27.50
	. T#8888 TRAN 4333 10/24/94 10:03:00
	#4712 # JB * -94 -907200 COOK COUNTY RECORDER
	94307200
For Recorder's Use:	- $        -$
1	16
1	
	This instrument was drafted by:
1	TIRST BANK OF SOUTH DAKOTA
,	141 MORTH MAIN AVENUE
	SIOUX FALLS, SD 57117
	After recording return to:
	FIRST BANK OF SOUTH DAKOTA
1	(MATIONAL ASSOCIATION) CASC/LIEN PERFECTION DEPARTMENT
	P.O. BOX 64778 BT. PAUL, MINNESOTA 55164-0778
	<b>!</b>

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