UNOFFICIAL COPY BANK OF HOMEWOOD

A Great Lakes Bank

norse recige Posts, Homewoo (706) 798-8080 18600 Diste Highway American HWAY, FRANT "LENGRA"

WOOD, R. 80430 94235091

MORTGAGE

DEFI-11

\$27,00

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COOK COMMITT MECONDER

GRANTOR

Bank of Homewood, as Trustee, under Trust Agreement No. 93041 dated NOVEMBER 23, 1993.

BORROWER Hancock

David P. Bancock Elaine

ADDRESS

2034 Ridge Road Homewood, IL 60 TELEPHONE NO. 60430

IDENTIFICATION NO.

2740 Chariot Lane

Olympia Fields, TELEPHONE NO. 60461 IDENTIFICATION NO.

360-16-7351

708-748-2215

1. GRANT. For good and cluable 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 appurenances: leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and cror's pertaining to the real property (cumulatively "Property").

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

(a) this Mortgage and the following provinsiony notes and other agreements

RATE	PRINCIPAL AMOUN // CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATGRITY DATE	CUSTOMER NUMBER	LOAN MUMBER
VARIABLE	\$140,000.00	03/08/94	03/08/24	5489	20497
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all vilver present or future obligations of Borrower or Circutor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals: extensions, amendments, modifications, replacement, or substitutions to any of the foregoing,

3. PURPOSE, Tria Mortgage and the Obligationa described herein are electred and incurred for BUSINESS

purposes

This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory 4 FUTURE ADVANCES. notes and other agreements evidencing the revolving credit loans described in parigr on 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 future advances were made on the date of the execution of this Mortgage, and although in a may be no indebtedness outstanding at the time any advance paragraph 2, but the total of all such indebtedness so secured shall not exceed \$

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

6. CONSTRUCTION PURPOSES. If checked 🛒 this Mortgage excures an indebtedness for construction purposes

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Granfor represents, warrants and covenants to lender that:

(a) Gramfor shall maintain the Property free of all liens, security interests, encumbrances and claims except to this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference

(b) Neither Grantor hor, 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 transported any Hazardous Materials to by from the Property. Grantor shall not commit or permit such actions to be taxen in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances or any siner substance, material, or waste which is or becomes regulated by any governmental authority including, but (of limited to, (i) petroleum; (ii) friable or nontriable asbestos. (iii) polychiorinated biphenyls. (iv) those substances, materials or wastes designated a a hizzardous 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 these statutes (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (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 heraulter in effect;

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

n or proceeding is or shall be pending or threatened which might materially affect the Property;

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

B. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without 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), Lander 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.

9. INCUIRES 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.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the TO, INTERPERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take on tail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other ligreement ("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 embumbrance to be placed upon Grantor's rights, 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 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.

- 11. COLLECTION OF INDERTRING METAL THE PARTY, It entire what we entitle to griffy a copie to anothe to notify any third party (including, but not firstled to, Jessess, licenses, povernments intendites and inscribe companies) to any independence or chilgetion ewing to Grantor with respect to the Property (cumulatively "ledebindness") whether or not a default exists under this Murigage. Grantor shall differently 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. any instrument or other remittences with respect to the indeptendess rottowing the giving of ayon notification or it the instruments or other payment of any indeptendess or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender shall hold such instruments and other remittances in the instruments and other remittances in the instruments and other remittances. Lender shall be entitled, but not required to relied to the payment, compromise, exchange or release any obligor or collateral upon, or otherwise shall entitle exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertening to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any replains 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 solisty to 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 Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE, Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property of any portion thereof from any case whatsonver. In the event of any Loss or Damage, Grantot shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 16. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, their, food (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 fails to acquire or maintain insurance. Let de (after providing notice as may be required by law) may in its discretion procure appropriate insurance converage upon the Property and the insurance at shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lander with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling chains under insurance policies, cancelling rup policy or endorsing Grantor's name on any draft or negatiable instrument drawn by any insurer. All such insurance policies shall be constantly assign in, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately level and constantly assign in, pledged and delivered to make proof of loss. Each insurance company is directed to make payments directly to Lender insurance of to Lender and Grantor. instead of to Lander and Grantin. 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 Stry 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.
- 15. 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 d'apprinted 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.
- 16. CONDEMNATION. Grantor shall immediately provide Lender 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 Lender and shall be applied first to the payment of Lender's attorneys' fees, local expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lendur, 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.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall Immediately provide Lender with written notice of any a TY. LEMBERTS HIGHT TO COMMENCE ON DEFEND LEGAL IC JUNS. Grantor shall immediately provide Lender with written notice of any actual or threstened 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 legal proceedings and to compromise or either any claim or controversy pertaining thereto. Lender shall not be liable to Crantor for any action, error, mistake, omission or delay pertaining 1) the actions described in this paragraph or any damages resulting theretom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder
- 18. INDEMMIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any discumstances. Grantor shall immediately provide Lender and its share for Lordon, directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, demages, 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 Materials). Grantor, upon the request of Lender shall hire legal counsel acceptable to Lender to driend Lender from such Claims, and pay the costs incurred in connection therewith. In the atternative, Lender shall be entitled to employ its own logal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgrige.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Popinty when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twerkith (1/12) of the estimated annual insurance premiur. There and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the paymen (of taxes, assessments and insurance as required on the Property. In the event of default, Lander shall have the right, at its sole option, to apply the funds or net, to pay any taxes or against the Colligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its a purits 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 contained in Grantor's books and record, will be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pintaining to the Property. Additionally, Grantor shall report, in a form astirfactory to Lender, such information as Lender may request regarding Grantor's hand, all conditions of the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequerics as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lander, (r ally intended transferee of Lender a rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance or, file 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 or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT, Grantor shall be in default under this Mortgage in the event that Grantor, Sorrower or any guarantor of any Obligation:
 - (a) fasts to pay any Obligation to Lander when due,
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written
 - or oral, agreement;
 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
 - (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. 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 Gérnedies without notice or demand (except as required by law):
 - (a) to declare the Obligations immediately due and payable in full;
 - (b) to collect the outstanding Obligations with or without resorting to judicial process:
 - (c) 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:
 - (d) to collect all of the rerits, issues, and profits from the Property from the date of default and thereafter;
 - (e) 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;

 - (f) to foreclose this Mongage;
 (g) to set-off Grantor's Obligations against any amounts due to Lander including, but not limited to, monies, instruments, and deposit accounts
 - maintained with Lander; and (h) 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 Lendar institutes on 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 beniuper ed e

nii hon natani or di ar saminions to which Canntor would otherwise be 24. WAIVER OF HOMESTEAD AND (enlilled under any applicable law

- 25. SATISFACTION. Hoon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 26. 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 she iff siee 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
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys) tees 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 remady 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) 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 older 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 indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any quired to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall document re not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an
- 30. SUBROGATION 🔑 LENDER. Lender shall be subrogated to the rights of the holder of any previous flen, security interest or encumbrance discharged with funds 7.2 and by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COS IS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage. Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Le ide 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 outtion 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
- 33. MODIFICATION AND WAIYER. (It modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Linuar may perform any of Grantor's Obligations or delay or fail 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 Mongage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, Impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Strator, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage signal be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, necicinal representatives, legalees and devisees.
- 35. 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 address as the parties may resignate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days about puch notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. 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
- 37. 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.
- Crail for waives presentment, demand for payment, notice of dishonor 38. MISCELLANEOUS. Granter and Londer agree that time is of the essence and protest except as required by law. All references to Grantor in this Mortgage shall, no use all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby walves 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 Nortgage and any related documents is oresent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 39 ADDITIONAL TERMS.
 - 1. COLLATERAL SECURING OTHER LOANS WITH LENDER MAY ALSO SECULE THIS LOAN.
 2. RENEWAL OF THIS LOAN WILL BE SUBJECT TO A RENEWAL FEE.

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or quarantor of the obligations.

Obligations. Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Dated: MARCH 8, 1994 Bank of Homewood as Trustee under Trust Agreement No. 93041 that Trust our DITT not personally, but as Trustee GRANTOR GRANTOR NT CL I CELLULATION Vice President GRANTOR GRANTOR GRANTOR GRANTOR

UNOFFICIAL COPY

County of

County of	Canik)**	
ι,	understyned		a notary
	nd for said County, in the State of the L. Maggio, Asst		
personally	known to the to be the same pers	ohresident who	eman eac
this day in	person and acknowledged that		
-	eled and delivered the said Inst ary act, for the uses and purposes		free

			-		
				· • · · · · - · · · ·	
as					
on behalf of	the				 ·
Given un	der my ha	nd and offi	cial seal, ti	yla	 day of

Notary Public

Notary Public 7

Given under my hand and official seal, this ... March, 1994

OFFICIAL SEAL MERCEDES KOZLA
NOTARY PUPUC, BTATE OF ILLINORS
MY COMMUSION EXPIRES 02:09:88

The street address than Report of Naphtonia S. 4542 Churchill D. 2 South Richton Park, IL 50171

SCHEDULE A

Commission expires:

Permanent Index No.(s): 31-27-316-016

The legal description of the Property is:

LOT 479 IN RICHTON HILLS 2ND ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNST/1 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PYA! THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUPTY, ILLINOIS, ON FEBRUARY 4, 1969, AS DOCUMENT NUMBER 2434295, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREFOR REGISTERED MARCH 12, 1969, AS DOCUMENT NUMBER 2439592, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREFOR REGISTERED ON MAY 6, 1969, FREG.

OIS, ON

/ICATE OF

NUMBER 245

(EGISTERED ON

INOIS. AS DOCUMENT NUMBER 2449349, IN COOK COUNTY, 722, INOIS.

SCHEDULE B

EXISTING LIENS OF RECORD.

This instrument was prepared by: Iris Luth-KMS

After recording return to Lender.