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**ABSTRACT** 

BORROWER

MANCY BRINGS FORD BUSBAND AND WIFE

RELLY J. PORD ERLLY J. PORD MANCY BRENTER - PORD

> ADDRESS. ADDRESS

1719 FOREST RIDGE RD GLEEVIEW IL 600252209 \_ 1719 SOMEST RIDGE RD MWX SW 11 600353309

LENDER: pirst Bank of South Dakota (National Association)

GRANTOR

A NATIONAL BANKING ASSOCIATION

141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117

DEPT-01 RECORDING

\$29.50

T+0008 TRAN 1159 04/20/95 11:01:00 +5026 + SK #-95-26003 -260037

COOK COUNTY RECORDER

1. GRANT. For yood and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mn. rage and incorporated herein together with all future and present improvements and flutures, privileges, hereditaments, and appurtenences; leases, lice and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and minoral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mort paye shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covernants (cumulativity "Chligations") to Lender pursuent to:

(a) this Mortgage and the to2 A to presement

| MANCIPAL AMOUNT/<br>CREDIT LIMIT | AGREEMENT DATE | MATURIY<br>DATE |
|----------------------------------|----------------|-----------------|
| (0,000.00                        | 03/03/1995     | 03/03/2000      |
|                                  |                |                 |

- (b) all renewals, extensions, amendments, modifications, renlecements or substitutions to any of the foregoing;
- (c) applicable law
- 3. PURPOSE. This Mortgage and the Obligations described her in a re-executed and incurred for consumer purposes.
- 4. The total amount of indebtedness advanced by this Mortgage (A) and 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 secur decrease from time to time, but the total of all such indebtedness so secur id shot not exceed \$ 90,000.00 plus interest, collection costs, and amounts advanced to protect the lien of this Morigage. The Note secured her by a Adencea a "Revolving Cradit" as defined in 815 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness and future advance it ade pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without 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 outstanding at the time any advance is it. 4.
- 5. EXPENSES. To the extent permitted by taw, this Mortgage secures the repayment of all amounts expended by Lander to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to a younts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon
  - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrand and covenants to Lender that:
    - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and rulim; except for this Mortgage and liens and encumbrances of
    - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, genuined, released, discharged, stored, or disposed of any "Hezerdous Materials" as defined herein, in connection with the Property or transported any Hazar &u. 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 meeting in Tazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but at limited to, (i) petroleum; (ii) friable or nontriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "haz ridous 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 replacem vits 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, or (vi) those substances, materials or wastes defined as a "hezardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any of an 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 Mortgage and these actions io not and shall not conflict with (c) Grantor has the right and is duly authorized to execute and periorin is conjugation to 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 agreement which inight 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
- 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 (if 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 Lander 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, Lander 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 fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lander's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or prior written consent, shall not. (c) coesci any mones payable under any Agreement more than one month in sovance; (d) 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 firmited to, lessess, 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 lodiowing 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, onvission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender sh action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

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- 11. USE AND MAINTENANCE OF to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lander's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 12. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor 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.
- 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 noisce before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgages and provide that no act or omission of Grantor or any other person shall affect the right of Lander to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lander's option, Lander may apply the insurance proceeds to ar of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lander 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 Lender 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 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 Lawer'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 the to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lander with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- Gramo' si all immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain 15. CONDEMNATION. proceeding pertaining to the Property. 'A 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' is is, lend expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, '2' 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 COMMENCE OF DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to cor in omise or settle envicain or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining tride actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this privage on in its own name
- 17. INDEMNIFICATION. Lander shall not assume or be improvible for the performance of any of Grantor's Obligations with respect to the Property under arry circumstances. Crantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify any circumstances. Cramor shall immediately provide Lender and its intercoloris, directors, oncors, employees and its shareholders, directors, officers, employees (not agents harmless from all claims, damages, fabilities (including attorneys fees and logal expenses), causes of action, actions, suits and other legal proceed (not involving Hazardous Materials). Grantor, upon the request of Lender, suit in nice legal counsel to defend Lender from such Claims, and pay the attorneys fees, legal expenses and other costs incurred in connection therewith. In the latter (not a later (not a later (not a later) and logal counsel to defend to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the Immination, release or foreclosure of this Mongage.
- 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 estimated annual insurance granium, taxas and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assess her's and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the lunds so held to pay any taxer or against the Obligations. Any funds applied against the Obligations. verse order of the due date thereof.
- 15. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time. Grantor shall provide any assistance required by Lander for these purposes. All of the signatures and information contained in Grantor's books and recor is shall be genuine, true, accurate and complete in as respects. Grantor shall note the existence of Lender's interest in its books and records pertaining in the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or on Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such trequency as Lander may de ignate. All information turnished 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 transferee of Lender's rights with respect to the Obligations, a signed and admowledged statement specifying (a) the outstanding balance (in 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 Grantor will be conclusively bound by any representation that Lander may make to the intended transfer a with respect to these matters in the avent that Grantor fails 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:

    - DEFAULT. Grantor shall be in detault under this Mortgage is the event that Crantor or correver:

      (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, lake statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

      (b) lails to meet the repayment terms of the Obligations; or

      (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's right; in the Property, including, but not familied to, transfering title to or selling the Property without Lender's consent, falling to maintain insurance or to pay taxes un the Property, silowing a lien 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 lienholder other than Lender, committing waste of the Property, using the Property in a mainten which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or continuation.

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      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
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or m thout notice or demand (except as required by law):
  - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligation
  - (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 Lander:
  - (e) to collect all of the rents, issues, and profits from the Property from the da te 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 the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts intained 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 Lander institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.
- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner; first, to the payment of any sheriffs fee and the satisfaction of its expenses and costs; then to reimburse Lander 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

| Page 2 of 4 | initials |
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- 24. WAIVER OF HOMESTEAD KNI (TIMER RICHES, tranter ereby white all homestead or other exemptions to which Grantor would otherwise be entitled unrier any applicable law. If a histoland and who are both alguing this literage, and only one of the lipouses is an owner of the Property, then the other spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.
- 25. COLLECTION COSTS. 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.
  - 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lander 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 or Borrower may be applied against the amounts paid by Lender (including a torneys' 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 indebtedness. 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 relieve 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.
- 36. SUBROGATION OF LENDER. Under shall be subrogated to the rights of the holder of any previous illen, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEAST. Lander 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 ... an lining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lander to release any of its interest in the Property.
- 32. MODIFICATION AND WANTER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by 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 or one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromise a exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or Property.
- 33. SUCCESSORS AND ASSIGNS. This hiortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, per could representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication is, 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 designate 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 after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
  - 35, SEVERABILITY, If any provision of this Mortgage violety as law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Montgage shall be governed by "ne" laws of the state where the Property is located. Grantor consents to the jurisdiction and renue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Lender agree that time is of the estance. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgag a shift include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to viail by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

| 38. [ ] TRUSTEE'S EXCULPATION; MORTGAGE SIGNE   |   | and the second s |
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| not personally but solely as Trustee under Trust Agreement deted<br>the exercise of the power and authority conferred upon and vested | in it as such Trustee. A', the terms, provi   | vn as Trust No. in sions, stoulations, covenants and conditions to be  |
| performed by  | are un  | idertaken by it solely as Trustee, as aforesaid, and   |
| not individually, and all statements herein made are made on infe   | ormation and belief and are to he constru     |  |
| asserted or be enforceable against<br>stipulations covenants and/or statements contained in this agreeme                              |   | by reason of any of the terms, provisions,   |
| sapulations covenants and/or statements contained in this agreeme<br>and  | one or more of whom is (see) of a             | ne maker(s) of the Note secured by the Mortgage,   |
| and who also may be the Beneficiary(s) of that certain Trust cre  |   | as Trustee   |
| under Trust Number pursuant to a Tru  | st Agreement dated                            |  |
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| Grantor adipowledges that Grantor has read, understands, and agree  | s to the terms and conditions of this blocker |  |
| The same and the same same same same same same same sam   |   | <b>,-</b> .  |
| Dated:  |   |  |
| , , ,   |   | 95260037   |
| solely as Trustee under Trust Agreement dated   | tonelly but                                   |  |
| and known as Trust Number   |   |  |
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| GRANICH ERLLY J. FORD   | GRANTOR:                                      |  |
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| GRANTOR HANCY BREWERAPORD   | GRANTOR:                                      |  |

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| County of Cook   | County of  |
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| Public in and for said County, in the State aforesaid, DO HEREBY CEF                               | The state of the s |
| that KRLLY J. PORD<br>HANCE BRINGER-PORD   |  |
| MUSSAMO AND WEPS   | as of  |
|  | as Trustee under Trust Agreement dated, who are personally known   |
| personally known to me to be the same person whose na  | to me to be the same persons whose names are subscribed to the foregoing   |
| subscribed to the foragoing instrument, appeared befor this day in person and acknowledged that he | <ul> <li>instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said.</li> </ul>  |
| signed, sealed and delivered the said instrument as ###  | and instrument as their own free and voluntary act and as the free and voluntary act   |
| voluntary act, for the uses and purposes herein set forth.   | of said Bank for the uses and purposes set forth.  Given under my hand and official seal, this   |
| Given under my hand and official seal, this 3rc day  | of   |
| march, 1995  | Notary Public  |
| Ruly Phowerter   | Commission expires:  |
| Confinstion structure - A 12 A 3 - 96  |  |
| "O PICIAL SENTE >  |  |
| Notary Public, State of Illinois 3   | PHEDULE A ]  |
| The steel address of the Property (if applicative) 4: 1719 SUBBET                                  |  |
| GLENVIEW IL  | 600252209  |
| Permanent Index No.(s):  |  |
| The legal description of the Property located in COOK  | County, Illinois ia:   |
|  |  |
| See Attachment A   | Δ.   |
|  |  |
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|  | OUNT   |
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|  | This instrument was drafted by:  Pirst Bank of South Dakota (Mational Association)   |
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|  | C.   |
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| For Recorder's Use:  |  |
| Fu Hearan Sus.   |  |
|  | 25260037   |
|  |  |
|  | This instrument was drafted by:  |
|  | First Bank of South Dakota (Mational Association)  |
|  | 141 NORTH MAIN AVENUE  |
|  | GTORY WALLS ON 57117   |
|  | SIOUX FALLS, SD 57117  |
|  |  |
|  |  |
|  | After recording return to:   |
|  | PIRST BANK NATIONAL ASSOCIATION  |
|  | Lien Perfection Department   |
|  | P.O. Box 64778<br>St. Paul, MN 55164-0778  |
| L  |  |

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#### UNOFFIC HANCY LIBRINGS OF PY

#### ATTACHMENT A

#### **Property Description**

THE N 100 FT. OF LOT 10 IN GLEN OAK ACRES BRING A SUBDIVISION IN THE W 1/2 OF THE W 1/2 OF SECTION 25, TWONSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN OFFICE OF REGISTRAR OF TITLES ON 1/10/24 &S DOC. 204518 AND RECORDED IN THE RECORDER'S OFFICE AS DOC 8247051 IN BCOK 184, PAGE 6 IN COOK COUNTY, ILLINOIS.

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