UNOFFICIAL COPY

HARRIS BANK ROSELLE 110 E. IRVING PARK ROAD ROSELLE, IL 69172 708-980-2727 (Lender)

96118366

CEFT-01 RECORDING

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#3131 # RC *-96-318366

COOK COUNTY RECORDER

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129 LITTLE C STREAMNOOD, TELEPHONE! 347-622-8889	10. 50107-3327 10. 50107-3327	FICATION NO.) A / - D X Z " C O O J	0. 3333 (D	ENTIFICATION NO.
bove, the real plant and other agreed mber and crops 2. OBLIGAT resent and future (a) this More	For good and valuable corporately described in Scheod present improvements an ents; rents, issues and propertaining to the real propertaining to the real propertaining to the real propertions. This Mortgage share, indebtedness, liabilities, trace and the following pro-	nd fixtures; privile offts; water, well, d erty (cumulatively all secure tha pay obligations and	eges, hereditame litch, reservoir an Property). ment and perfor covenants (or mu	mance of all of Bo attively "Obligations	stocks, and standing rower and Grantor's ') to Lender pursuant
INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	AGREEMENT DATE 02/08/96	DATE 02/03/01	1453550	NUMBER 314 CP
FIXED					18366 -
diller b) all rene conserve	per present or future obliga ent purposes than the for wals, extensions, amendm E. This Mortgage and the	ents, modification Obligations desc	ss, replacements ribed herein are	or substitutions to a executed and incur	ny of the foregoing. red for
4. FUTURE Borrower or Grin paragraph 2. thereon, wheth future advance outstanding at promissory not	purposes. ADVANCES. This Meantor under the promissory. The Mortgage secures not seen and advances are oblications were made on the date of the time any advance is mes and agreements describes secured shall not except all advances that Lender rescribed in paragraph 2.	ortgage secures y notes and other of only existing in gatory or to be no f the execution of hade. The total at bed above may in-	the repayment or agreements evid debtedness, but nade at the option this Mortgage, a mount of indebte crease or decrease	f all advances that encing the revolving also secures future in of Lender to the nd although there in dness secured by the from time to time.	credit leans described advances, with interest same extent as if surely be no indected the his Mortgage under the total of all surely process and of the same extension of the s

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- 5. EXPENSES. To the extent permitted by law, this Mortgage secures 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. CONSTRUCTION PURPOSES. If checked,

 this Mortgage secures an indebtedness for construction purposes. 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by
 - (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 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 governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes 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 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 Usofty Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance covy 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 do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be building on Grantor at any time;
 - (d) No action 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, regulation, ordinance, 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.
- 8. TRANSFERS OF THE PROPERTY OR DEMEFICIAL 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 Forciver 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 Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES 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 termination or the withholding of any rayment 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 rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or carely 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
- 11. 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 authorises and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively Thirdebtedness) whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness or 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 with possession of 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, 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.
 - 12. 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 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 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 Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole
 - 13. 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.

Page 2 of 6	Initiat
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14. INSURANCE. Grantor shall keep the Property insured for its full alue 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 damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property and the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and Property and the insurance cost shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as atterney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or act as atterney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or excitantly 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 Len

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 noncomforming use under any zoning provision, Grantor shall not cause or permit such use to the Property becomes a noncomforming use under any zoning provision, Grantor will immediately provide Lender with be discontinued or abandor ed 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.

16. CONDEMNATION. Crautor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent dome/n 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' 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 cost (including appraisal fees) in connection with the condemnation or eminent domain proceedings 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 restore or repair the Property.

Property. In any event Grantor shall be Conjugated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE Con 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 nereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any days or controversy pertaining thereto. Lender shall not be liable to grantor for any action, error, mistake, omission of days pertaining to the actions described in this paragraph or any action, error, mistake, omission of days pertaining to the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Colligations with respect to the Property under any circums arces. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless shareholders, damages, liabilities (including attorneys' fees and logal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (Including, but not limited to, those involving 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 have legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection the with in the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. (Irantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Unon

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twait. (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no insurance are 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 thereof

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow cender 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 the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the interpretation contained in Computer and complete in all 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 records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding 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.

21. 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 acknowledged statement specifying (a) the outstanding belance 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 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 make to the intended counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely matter.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor manner. of any Obligation:

fails to pay any Obligation to Lender when due; fails to perform any Obligation or broaches 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 remedies 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 Granter and Lender; (d) to collect all of the rents, 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 Mortgage;
(g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monles, instruments, and deposit accounts maintained with Lender; and
(h) to exercise an 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.

- 24. WAIVER OF HOMES AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise on antitled under any applicable law.
- 25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the folicying 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 o obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing (sees, 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' feet 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 be salf 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 Colligations in whatever order Lender
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-falct to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or Indebtedness. In adoltion, 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.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, 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. 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.
- 32. 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.
- 33. MODIFICATION AND WAIVER. 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 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, 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 the Property.
- 34. 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, legalees and devisees.

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35. NOTICES. Any actice 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 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 on any other such notice shall be deemed given when received by the person to whom resuch notice is being given. 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.

38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several.

39. ADDITIONAL TERMS.

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Grantor acknowledges that Grantor has took, understands	, and agrees to the terms and conditions of this Mortgage.
Dated: PEBRUARY 2, 1996 GHANTOPBARBARA A NEKOLA CALADA (L.) CLUCA C	Luhard le Me hale
BARBARA A NEKOLA MARRIED TO RICEARD A NEKOLA GRANTOR:	RECHARD A MEKOLA CRECUTED SOLELY FOR THE PURPOSE OF RELEASING ANY AND ALL HUMESTRAD RIGHTS RICHARD A NEXOLA MAY HAVE IN AND TO THE ABOVE DESCRIBED PROPERTY GPUNTOR:
GRANTOR	GRANTOR
GRANTOR	GRANTOR:

96118366

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County of Old Park ss.	County of
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public in and for said County in the State aforesaid DO	The foregoing instrument was acknowledged before n
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personally known to me to be the same person ————————————————————————————————————	20
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acknowledged thathesigned.	
sealed and delivered the said instrument as therein set	on behalf of the
forth.	
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Commission exception of the Commission exception excep	Notary Public Commission expires:
Sherry Lynn Annoreno Notary Public States Care	The state of the s
Notary Public, State of Illinois My Commission Express 24.25 SCHEDU	DEA
The street address of the Property (if applicable) is:129 LITTI	E CRESK DR DD, IL 60107-3327
Permanent Index No.(s): 06-21-206-013	
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LOT 18 IN BLOCK 1 IN LITTLE CREEK UNIT 2. ART	AG A RESUBDIVISION OF OUTLOTS
NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH	A'SIOU OL BUCH OR WHE
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After recording return to Lender	
LP-IL501 & FormAtion Technologies, Inc. (12/21/94) (800) \$31-3799	Page 8 of 6