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MORTGAGE

95-08984

THIS MORTGAGE, made this 5TH day of February, 1996, by Arthur J. Lapointe, IV, having an address commonly known as 7258 S. Central Park, Chicago, Illinois 60629 ("Mortgagor") to JVS Financial Services, Inc., 11018 Southwest Highway, IL 60465 ("Mortgagee").

WHEREAS, the Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A, attached hereto and made a part hereof (the "Real Property");

WHEREAS, Mortgagee has agreed to lend to Mortgagor the sum of \$28,500.00. Mortgagor is willing to make this loan to Mortgagee, among other things, on the condition that Mortgagor grants to Mortgagee a mortgage on the Real Property and a security interest in Mortgagor's personal property as collateral for this indebtedness; and

WHEREAS, Mortgagor has executed and delivered to Mortgagee a promissory note (the "Note"), of even date herewith payable to Mortgagee to evidence Mortgagor's indebtedness to Mortgagee in the principal amount of Twenty Eight Thousand Five Hundred and no/100 Dollars (\$28,500.00).

NOW THEREFORE, to secure the payment of the sum due under the Note and all future and hereafter created indebtedness of Mortgagor to Mortgagee ("Indebtedness"), and the performance and observance of all of the covenants, and provisions herein and in the Note, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, MORTGAGOR DOES HEREBY GRANT, DEMISE, COLLATERALLY ASSIGN, ALIENATE, MORTGAGE, WARRANT AND CONVEY unto Mortgagee, its successors and assigns, the real estate described in EXHIBIT A, attached hereto and made a part hereof, which together with the property mentioned in the next five (5) succeeding paragraphs hereto, shall be referred to as the "Real Property";

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Real Property;

TOGETHER with all tenements, hereditaments, easements, appurtenances, passages, waters, water courses, mineral rights, water rights, riparian rights, other rights, liberties and privileges thereof or in any other claim at law or in equity as well as any after-acquired title, franchises or license and reversions and remainder and remainders hereof;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the Real Property and all renewals, replacements and substitutions thereof or substitutions therefor, whether or not attached to the said buildings, it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Real Property shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Property, and security for the Indebtedness;

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Real Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Real property or any easement or appurtenances thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TOGETHER with all leases or occupancy agreements now or hereafter entered

LAWSON & TITMUS ATTORNEYS AT LAW

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into of the Real Property, or any portion thereof, and all rents, profits, revenues, earnings and royalties therefrom, including but not limited to, cash, letters of credit or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or occupancy agreements are applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect rents thereunder.

TO HAVE AND TO HOLD the Real Property, and all other above-described property and rights, unto Mortgagee, its successors and assigns, forever; Mortgagee hereby RELEASING AND WAIVING all rights under and all virtue of the homestead exemption laws of the State of Illinois,

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the indebtedness and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect; but otherwise this Mortgage will remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall pay when due: (a) the indebtedness evidenced by the Note, and (b) all other indebtedness; and Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements to be performed and observed as provided herein and in the Note; and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall (a) keep the Real Property in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Real Property; and (c) suffer or permit no unlawful use of, or nuisance to exist upon the Real Property.

3. Other Liens. Except for the first mortgage granted to Hamilton Financial Corporation to secure indebtedness of \$114,500.00, dated April 13, 1993 and recorded May 5, 1993 as Document Number 9334027 and assigned to Temple-Inland Mortgage Corporation by assignment of mortgage recorded on December 13, 1994 as document number 04039853 ("Hamilton Mortgage") to secure the indebtedness due under the terms of a promissory note in the principal amount of \$114,500.00, (the "Hamilton Note"); and the interest granted by Mortgagee to LaSalle Bank Lakeview under a Trust Deed dated October 8, 1993 and recorded December 10, 1993 as Document number 04013215 ("LaSalle Trust Deed"), Mortgagor shall not create or suffer to exist any mortgage, lien, charge or encumbrance to attach to the Real Property, whether inferior or superior to the lien of this Mortgage, except for only the lien of real estate taxes not yet due and payable, assessments not due or delinquent.

4. Taxes. Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all such, the "Taxes"), whether or not assessed against Mortgagor, if applicable to the Real Property or any interest therein, or the indebtedness, or any obligation or agreement secured hereby; and Mortgagor, shall, upon written request, furnish to Mortgagee duplicate receipts therefore.

5. Insurance. Mortgagor will keep insured all of the buildings and improvements now or hereafter included within the Real Property, and each and every part and parcel thereof against such risks as Mortgagee may require.

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All policies of insurance shall be with companies, and in form and amounts satisfactory to Mortgagee. All policies of casualty insurance shall have attached thereto Mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee and shall be provided that such insurance may not be cancelled or altered as to Mortgagee without at least 10 days prior written notice to Mortgagee.

6. Proceeds of Insurance. Mortgagor shall give Mortgagee prompt notice of any damage to or destruction of the Real Property, and Mortgagee may apply the proceeds of insurance consequent upon and insured casualty upon the indebtedness hereby secured, in such order or manner as Mortgagee may elect.

7. Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages up to Mortgagee's claim for any of the Real Property taken or damaged under the cover of eminent domain or by condemnation including any payment made in lieu of or in settlement of a claim or threat of condemnation. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

8. Extension of Time and Amendments of Junior Liens and Orders. If the payment of the indebtedness, or any part thereof, be extended or varied, or if any part of the security therefore be released, all persons now or at any time hereafter liable therefore, or interested in the Real Property, shall be held to assent to such extension, variation or release, and the lien and all such provisions hereof, shall continue in full force and effect.

9. Performance of Mortgagor's Obligations. In case of default herein, Mortgagee, either before or after acceleration of the indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim of lien, or redeem from any tax sale or forfeiture affecting the Real Property, or contest any tax assessment, operate and manage the Real Property and such improvements that shall be in operation and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, shall be so much additional indebtedness, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate, as defined in the Note.

10. Inspection. Mortgagee shall have the right to inspect the Real Property and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

11. Uniform Commercial Code. Mortgagor grants to Mortgagee an absolute and continuing security interest in all of the Mortgagor's now existing and hereafter-acquired tangible and intangible personal property, including, but not limited to, Mortgagor's accounts, furniture, fixtures and equipment. This Mortgage constitutes a Security Agreement under the Illinois Uniform Commercial Code (the "Code") with respect to any of the following: personal property or fixtures incorporated in the structure (all for the purposes of this Paragraph 11 "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the collateral as fully and to the same extent as to any other property comprising the Real Property, and, in addition thereto;

- a. Mortgagor represents that it (being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens; or

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- b. The Collateral will be kept at the Real Property, and will not be removed therefrom without the prior written consent of Mortgagee (being the Secured Party as that term is used in the Code) and the Collateral may be affixed to such real estate but will not be affixed to any other real estate;
- c. Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request to establish and maintain a perfected security interest in the Collateral as security for the indebtedness; Mortgagor will pay the cost of filing the same or recording such financing statements or other documents and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable;
- d. Upon an Event of Default hereunder and at any time thereafter, Mortgagee at its option may declare the Indebtedness immediately due and payable, all as more fully set for in Paragraph 12 hereof, and thereupon Mortgagee shall have the remedies of the secured party under the Code. Any code sale may be held in part of and in conjunction with any foreclosure sale of the real estate comprised within the Real Property, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the attorney's fees and legal expense incurred by Mortgagee, shall be applied against the Indebtedness. Mortgagee will account to Mortgagor for any surplus realized on such disposition;
- e. The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Codes shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness remains unsatisfied;
- f. This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of the Mortgage, which goods are or are to become fixtures relating to the Real Property. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth herein. The Mortgage is to be filed for record with the Recorder of Deeds of Cook County, Illinois.

12. Events of Default. One or more of the following events shall be events of default ("Events of Default"):

- a. Failure of the Mortgagor to punctually pay, after a ten (10) day grace period starting on the date the payment is due, any payment under the terms of the Note or any installment thereof, either principal or interest, as and when the same is due and payable; or

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- b. Failure of Mortgagor to perform under the terms of the LaSalle Trust Deed, the Hamilton Note and the Hamilton Mortgage. There shall be no "cure" period allowed under this subparagraph 12(b) pertaining to the Mortgagor's failure to perform under the LaSalle Trust Deed, the Hamilton Note and the Hamilton Mortgage.
- c. If, without the prior written consent of Mortgagee, Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, lien, tax lien (for any governmental authority, including the Internal Revenue Service), transfer, or alienation of the Real Property or any part thereof or interest therein, (including without limitation of any beneficial interest), including any leases entered into by Mortgagors for the letting of the Real Property in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; or
- d. If the Mortgagor shall:
- (i) file a petition for voluntary bankruptcy under any chapter of the Bankruptcy Code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or,
 - (ii) file an answer admitting insolvency or inability to pay its debts; or,
 - (iii) within thirty (30) days after filing against Mortgagor of any involuntary proceedings under the bankruptcy Code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed; or,
 - (iv) be adjudicated a debtor, or a trustee or receiver shall be appointed for Mortgagor for all or a material part of Mortgagor's property or the Real Property, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days; or,
 - (v) make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all a material part of its property, or the Real Property.

13. Default. If an Event of Default shall occur, and except for an Event of Default under Subparagraph 12(b), after for ten (10) days after the Event of Default occurs without cure of that Event of Default, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, by law or in equity conferred.

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14. Reversion by Mortgage. When the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to enter into and upon the Real Property and take possession thereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Real Property. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Real Property, may be applied to the payment of the Indebtedness as Mortgagee may elect; the rents, issues and profits from the Real Property are hereby specifically pledged to Mortgagee for the payment of the Indebtedness.

15. Foreclosure. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the indebtedness or any part thereof. In any suit to foreclose, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to buyers at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Real Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Real Property and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Real Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceedings, shall be deemed additional Indebtedness and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate in the Note per annum until paid.

16. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Real Property. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Real Property or whether the same shall be the occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Real Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Real Property during the whole of said period.

17. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Real Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 15 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any remaining amounts to Mortgagor and its successors or assigns, as their rights may appear.

18. Hazardous Waste. Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste or underground storage tanks or any other pollutants which could be detrimental to the Real Property, human health, or the environment or that would violate any local, state, or federal laws or regulations (collectively "Environmental Conditions") to be present on or effect

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the Real Property. If Mortgagee determines that Environmental Conditions either do or may exist at the Real Property, or if Mortgagee causes or permits Environmental Conditions to be present on or effect the Real Property, Mortgagee agrees to indemnify, defend and save Mortgagee, its successors and assigns harmless from and against the following: (a) any liability, loss, cost, damages, or expense including without limitation attorneys' fees and expenses, arising from the imposition or recording of the lien, the occurrence of any clean up and removal costs under any hazardous waste, environmental protection, spill compensation, clean air and water, or other local, state, or federal law (collectively "Environmental Laws") with respect to the Real Property, or to any other real or personal property owned by Mortgagee in the State of Illinois or liability to any third party in connection with any violation of the Environmental Laws or other action by Mortgagee or its agents, and (b) any loss of value in the Real Property as a result of any such lien, such clean up and removal of costs, or such other liability incurred pursuant to (a) above, and (c) any liability, loss, cost, damage or expense arising from any failure or defect in title occasioned by any of the applicable Environmental laws.

19. Waiver. Mortgagee hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Real Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the Real Property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagee hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage, on its own behalf and on behalf of each and any person acquiring any interest in title to the Real Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagee and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of 35 ILCS 5/15-1601, and any statute enacted in replacement or substitution thereof.

20. FURTHER ASSURANCES. Mortgagee will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagee or hereafter acquired.

21. Assignment by Mortgagee. Notwithstanding any provision herein which is or may appear to be to the contrary, the Mortgagee may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement, or grant participation herein or in any of its rights hereunder, and in case of such assignment, Mortgagee will accord full recognition thereto and agrees that upon the occurrence of an Event of Default hereunder all rights and remedies of the Mortgagee in connection with the interest so assigned shall be enforceable against Mortgagee by such assignee with the same force and effect to the same extent as the same would have been enforceable by the Mortgagee but for such assignment. Mortgagee further agrees that copies of this Mortgage and all documents delivered in connection with the indebtedness or otherwise required to be delivered pursuant to this Mortgage may be furnished to such assignee by the Mortgagee and will be furnished to such assignee directly by the Mortgagee if such assignee so requests.

22. Successors. In the event that the ownership of the Real Property becomes vested in a person or persons other than Mortgagee, Mortgagee may, without notice to Mortgagee, deal with such successor or successors in interest

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of Mortgagee with reference to this Mortgage and the indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, lien, assessment, transfer or change in ownership of the Real Property, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 12 hereof.

23. Rights Cumulative. Each right, power and remedy hereon conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or limited, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

24. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its respective successors and assigns (including, without limitation, each and every record owner from time to time of the Real Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

25. Time of the Essence. Time is of the essence for the Note, this Mortgage, the Assignments and any other document evidencing or securing the indebtedness.

26. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself.


(a) If the Mortgagee: JVS Financial Services, Inc.
11018 Southwest Highway
Palos Hills, IL 60465

With a copy to: Edwin A. Gaussein, Esq.
Weissberg and Associates, Ltd.
401 S. LaSalle St., Ste. 401
Chicago, IL 60605

(b) If the Mortgagor: Arthur J. LaPointe, IV
7258 S. Central Park
Chicago, IL 60629

Any such other notice may be served by First Class Certified Mail, Return Receipt Requested to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.


ARTHUR J. LAPOINTE, IV

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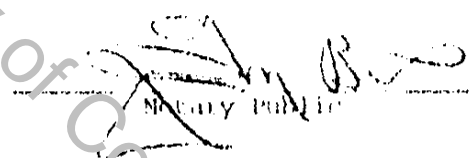
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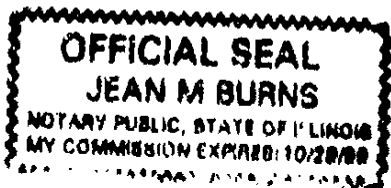
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, The Wife of, a Notary Public in and for COOK County, in the State of ILLINOIS, DO HEREBY CERTIFY that Mrs. J. J. Burns personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of Feb, 1990.


Notary Public



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