

BOOK 227

DATE: 10/10/95
This document prepared by
and when recorded return to:

(15)

Neighborhood Leasing Services, Inc.
347 North May Street
Chicago, Illinois 60622

REGULATORY AGREEMENT

FD3-00-0528

THIS REGULATORY AGREEMENT entered into and effective this October 10, 1995 (this "Regulatory Agreement"), by and between Neighborhood Leasing Services, Inc. an Illinois not-for-profit corporation ("NLS") on behalf of the City of Chicago, Illinois (the "City"), an Illinois municipal corporation, and Lawrence Rollins, Sr. & Lorene Rollins, joint tenants (the "Borrower").

LEGAL DESCRIPTION

The East 5 feet of Lot 42 and all of Lot 43 in the Subdivision of the East 1/2 of Lot 41 of School Trustee's Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

ADDRESS COMMONLY KNOWN AS: 23 W. 108th St., Chicago, IL 60628

PERMANENT LINE NO.: 25-16-410-012-0000

4706

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W I T N E S S E T H

WHEREAS, the City has received from the United States Department of Housing and Urban Development ("HUD") an allocation of HOME Investment Partnership Program ("HOME Program") grant funds pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 et seq., as amended, implemented and restated from time to time, which authorizes HUD to make funds available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation; and

WHEREAS, the City has entered that certain Master Program Agreement for Chicago Home Ownership Program II (the "CHOP II Agreement") dated May 11, 1995, by and among the City, NLS and Neighborhood Housing Services of Chicago, Inc.; and

WHEREAS, pursuant to the CHOP II Agreement, NLS has agreed to loan or grant certain HOME Program funds in accordance with the CHOP II Agreement to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, NLS intends to use HOME Program funds under the CHOP II Agreement to provide certain financial assistance (the "CHOP II Assistance") to the Borrower, in the forms and amounts as described on Exhibit B attached hereto, in connection with the Project (as locally described herein and as further defined on Exhibit B); and

WHEREAS, the Borrower will use the CHOP II Assistance in connection with the acquisition and/or rehabilitation of the Project; and

WHEREAS, as a specific condition precedent to the Borrower receiving the CHOP II Assistance, the Borrower has agreed to execute this Regulatory Agreement with NLS governing the use of the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Borrower and NLS each agree as follows:

SECTION 1 DEFINITIONS AND INTERPRETATIONS.

Additional definitions on Exhibit B hereto are hereby incorporated in this Section 1 by reference.

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The following terms shall have the respective meaning assigned to them in this Section unless the context in which they are used clearly requires otherwise:

"Annual Report" shall mean the report from the Borrower in substantiality the form set forth in Exhibit F attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Borrower" shall mean, initially, Lawrence Collins, Sr. & Lynne Collins, joint tenants, and at any subsequent time of reference, the Person or Persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Project, including a Homebuyer.

"Borrower Documents" shall mean collectively all agreements, instruments and documents executed and delivered to NLS previously, now or hereafter by, on behalf of or for the benefit of the Borrower in connection with the Project including, but not limited to, the Mortgage, the Note, the Application and any additional documents delivered by the Borrower in connection with the HOME Agreement, all as from time to time amended, supplemented and restated.

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois, are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City of Chicago, Illinois.

"HOME Agreement" shall mean the certain Master Program Agreement for Chicago Home Ownership Program II dated May 31, 1992, by and among the City, NLS and NRS.

"City" shall mean the City of Chicago, Illinois, an Illinois municipal corporation, and its successors and assigns.

"Debarment Certification" shall mean the certificate in substantiality the form set forth in Exhibit G attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Eligible Costs" shall mean those costs for which HOME Funds may be used to pay, as described in 24 C.F.R. Section 92.206 and which constitute HOME II Costs under the HOME II Agreement.

"HOME Funds" shall mean the HOME Program Funds awarded by HUD to the City under the National Affordable Housing Act.

"HOME Program" shall mean the HOME Program created under the National Affordable Housing Act.

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"HOME Regulations" shall mean 24 C.F.R. Part 92, and such additional regulations, orders, rulings, interpretations and directives for the HOME Program as may be promulgated or issued by HUD from time to time.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Mortgage" shall mean that certain Mortgage of even date herewith from the Borrower to NLS, as hereafter supplemented, amended and restated from time to time.

"National Affordable Housing Act" shall mean the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 et seq.

"Persons" shall mean natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Regulatory Agreement" shall mean this Regulatory Agreement, as supplemented, amended and restated from time to time.

"State" shall mean the State of Illinois.

"Tenant Certification" shall mean the certification in and attached to the form set forth in Exhibit D attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"URA" shall have the meaning assigned to that term in Section 2.7 hereof.

SECTION 2 BORROWER'S REPRESENTATIONS AND COVENANTS.

The Borrower hereby represents, warrants, covenants and agrees as follows:

2.1 Attached hereto as Exhibit E and hereby made a part hereof is a description of the use of the CHOP II Assistance proceeds. The Borrower shall use the CHOP II Assistance proceeds solely for Eligible Costs in connection with the Project. No CHOP II Assistance proceeds shall be used for activities described in 24 C.F.R. Section 92.314.

2.2 Neither the initial purchase price of the Project nor the appraised value of the Project, after completion of acquisition and, if applicable, rehabilitation, shall exceed 95 percent of the median purchase price for the type of single family housing located in the City as determined by HUD.

2.3 None of the units in the Project shall at any time be used as a transient home, and neither the Project nor any

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portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

2.4 The Borrower shall notify NLS of the occurrence of any event of which the Borrower has notice and which event would violate any of the provisions of this Regulatory Agreement.

2.5 No Person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination in connection with the Project. In addition, the operation of the Project shall comply at all times with the Chicago Fair Housing Ordinance, Section 5-8-010 et seq. of the Municipal Code of Chicago.

2.6 The Borrower hereby acknowledges and affirms that it has reviewed the provisions of, and that the Project shall during the Project Term be in compliance with, each of the following: (a) the requirements of the Fair Housing Act (42 U.S.C. §3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11963, as amended by Executive Order 12892 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 127; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 C.F.R. Part 1; (b) the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.) and the implementing regulations at 24 C.F.R. Part 146; (c) the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8; (d) the requirements of Executive Order 11646 (3 C.F.R., 1964-65 Comp., p. 390) (Equal Employment Opportunity), and the implementing regulations issued at 41 C.F.R. Chapter 60; and (e) the requirements of Executive Orders 11625 and 12032 (concerning Minority Business Enterprise), and Executive Order 12138 (concerning Women's Business Enterprise).

2.7 The Borrower shall take all reasonable steps to minimize the displacement of Families, individuals, businesses, not-for-profit organizations and farms (herein for the purposes of this paragraph collectively called "People") as a result of the Project. If displacement of People does occur as a result of the Project, the Borrower shall comply with the requirements of 24 C.F.R. Section 92.353, with respect to, among other things, temporary and permanent relocation of displaced People. The Borrower shall provide or cause all "displaced persons" (as defined in 24 C.F.R. Section 92.353(c)(2)) to be provided with relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. Section 4601 et seq., and

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40 C.F.R. Part 24, and shall cause all such "displaced persons" to be advised of their rights under the Fair Housing Act, 40 Public Law 91-353 of 1969.

2.8. The disposition of the real property on which the Project is located is subject to the requirements of the URA and the requirements of 40 C.F.R. Part 24, Subpart B.

2.9. The Project shall constitute HUD associated housing for purposes of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821 et seq.), and shall comply with the requirements thereof and of 24 C.F.R. Part 35, including without limitation the requirements of notice to tenants, prohibition of the use of lead based paint and for the elimination of the hazards of lead based paint. Any lead based paint and defective paint debris shall be disposed of in accordance with applicable federal, state and local requirements.

2.10. The Borrower has not executed and shall not execute any other agreement with provisions contradictory to, or inapplicable to, the provisions hereof, and in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

2.11. Following completion of construction and/or rehabilitation, as applicable, of the Project and throughout the Project Term, the Project shall be maintained in compliance with the housing quality standards in 24 C.F.R. Section 882.109 and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances.

2.12. Flood insurance for the Project shall be obtained and maintained if the Project is located in an area which is identified by the Federal Emergency Management Agency as having special flood hazards.

2.13. The Borrower shall not request disbursement of HOME Funds until the HOME Funds are needed to pay for Eligible Costs of the Project. The amount of each such request shall not exceed the amount needed.

2.14. The Project will be used solely for secular purposes.

2.15. No person who is an employee, agent, consultant, officer or elected or appointed official of the City, NLS or NHS and no person who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date hereof and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who is or was in a position to participate in a decision making process or gain inside information with regard to such activities, has obtained, is obtaining or will obtain a

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financial interest or benefit from the Project, or has or will have any interest in any contract, subcontract or agreement with respect to the Project, or the proceeds thereunder, either for himself or for those with whom he has family or business ties.

2.16. Except as otherwise disclosed to NLS in writing, all of the statements, representations and warranties of the Borrower contained in the Borrower's Application and any other document submitted by the Borrower to NLS in connection with the Project remain true and in effect as of the date hereof.

2.17. The Borrower has executed and delivered to NLS as of the date hereof a Debarment Certification.

2.18. All title and representations and covenants of the Borrower contained in Exhibit B hereto are hereby incorporated herein by reference.

2.19. All warranties and representations of the Borrower contained in this Regulatory Agreement and the other Borrower Documents are true, accurate and complete at the time of the Borrower's execution hereof and thereof, and shall be true, accurate and complete at the time of each disbursement of CHOP II Assistance proceeds, and shall survive the execution, delivery and acceptance hereof by the parties hereto for the duration of the Project Term;

2.20. The Borrower has the right, power and authority to enter into, execute, deliver and perform this Regulatory Agreement and the other Borrower Documents;

2.21. The execution, delivery and performance by the Borrower of this Regulatory Agreement and the other Borrower Documents have been duly authorized by all necessary action of the Borrower and will not violate any provision of law (including any order, writ, injunction or decree binding upon the Borrower or the Project), of any, or result in the breach of or constitute a default under, or require any consent under, or result in the creation of any lien, charge or encumbrance (except for any lien, charge or encumbrance created by the Borrower Documents) upon the Project or any other property or assets of the Borrower under any agreement, instrument, restriction or document to which the Borrower is now or hereafter a party or by which the Borrower or the Project is or may become bound or affected;

2.22. The Borrower has good, inalienable and merchantable title to the Project and all beneficial interest therein free and clear of all liens, charges and encumbrances that would impair real and marketable nature of title to the Project;

2.23. The Borrower is now solvent and able to pay its debts as they mature;

2.24. There are no actions or proceedings by or before any

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court or governmental commission, board, bureau or other administrative agency pending or, to the Borrower's knowledge, threatened, against or affecting the Borrower which if adversely determined could materially and adversely affect the Borrower's ability to perform under the Borrower Documents or which might result in any material, adverse change to the Borrower's financial condition or may materially affect the Project or the Borrower's other property or assets;

(g) the Borrower has been and is in compliance with, as applicable, any and all governmental notices, permits, certificates and consents (including, without limitation, all environmental permits and other authorizations) necessary to carry out and complete the acquisition and, if applicable, rehabilitation of the Project;

(h) the Borrower is not in default with respect to any instrument, loan agreement, mortgage, deed or other agreement or instrument relating to the borrowing of monies to which it is a party or by which it may be bound; and

(i) except for the City building code violations, if any call of which are to be remedied in the course of the rehabilitation of the Project, the Project (including underlying ground water and areas leased to tenants, if any) has been and is in compliance with all applicable federal, State and local laws, statutes, rules, regulations, executive orders, ordinances, codes, decrees and judgments, pertaining to or affecting the Project and the use thereof and the conduct of any business or operations thereon.

SECTION 3 AGREEMENT TO PROVIDE CHOP II ASSISTANCE; COMPLETION DATE.

3.1 NLS agrees to provide the CHOP II Assistance to the Borrower as described on Exhibit B hereto and for the purposes described on Exhibit C hereto. The Borrower agrees to start acquisition and, if applicable, rehabilitation of the Project within 12 months from the date hereof.

3.2 NLS agrees to provide, upon the written request of the Borrower, a certification, in a form eligible for recordation in the conveyance and real property records of the county in which the Project is located, identifying the Completion Date promptly after such date. The Borrower shall pay all expenses of recordation of such certificate.

SECTION 4 RELIANCE.

NLS and the Borrower hereby recognize and agree that the representations and covenants set forth herein made by NLS and

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the Borrower, respectively, may be relied upon by the Borrower and NLS, respectively. In performing its duties and obligations hereunder, NLS may rely upon statements and certificates of the Borrower and, if the Project contains Rental Units, Low-Income Families, and upon audits of the books and records of the Borrower pertaining to occupancy of the Project.

SECTION 5 SALE OR TRANSFER OF THE PROJECT.

The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof (including, without limitation, a transfer by assignment of any beneficial interest under a land trust), or to violate any provision of the Mortgage relating to prohibitions on sales or transfers of the Project or any interest therein (whether or not the Mortgage remains of record), at any time during the Project Term, except as expressly permitted by Exhibit B hereto. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 5 shall be null, void and without effect, shall cause a reversion of title to the Borrower or any successor or assignee of the Borrower last permitted by the City, and shall be ineffective to relieve the Borrower or such successor or assignee, as applicable, of its obligations hereunder.

SECTION 6 TERM.

6.1 This Regulatory Agreement shall become effective as of the date hereof and shall remain in full force and effect for a term equal to the Project Term.

SECTION 7 ENFORCEMENT.

7.1 If a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 60 days after notice thereof from NLS to the Borrower (provided, however, that NLS shall not be precluded during any such period from exercising any remedies hereunder if NLS shall receive a request or notice from the City or HUD to do so or if NLS shall determine that the continuation of such uncorrected occurrence shall result in any liability by NLS to the City or HUD), NLS and its successors and assigns, without regard to whether NLS or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Borrower of its obligations hereunder, or may declare an event of default under the Borrower Documents and exercise its rights thereunder, including without limitation

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and enforce under the Mortgage. No delay in enforcing the provisions hereof as to any breach or violation shall impair, lessen or waive the right of any party entitled to enforce the provisions hereof to obtain relief, against or recovery for the defendant, with respect to such breach or violation or any similar breach or violation hereof at any later time.

1.2 The SHT II Assistance is subject to repayment in accordance with the provisions of Exhibit B hereto.

1.3 The Borrower further specifically acknowledges that the benefits and/or of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

SECTION 8 RECORDING AND FILING.

The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of the county in which the Project is located and in such other places as NLS may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Borrower shall immediately transmit to NLS an executed original of this Regulatory Agreement showing the date and recording number of record.

SECTION 9 COVENANTS TO RUN WITH THE LAND.

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. NLS and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Project Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the Project Term. The Borrower hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project during the Project Term to another Person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Regulatory Agreement; provided, however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations

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and restrictions are set forth in such contract, deed or other instrument. After the end of the Project Term, NLS, upon a written request from the owner of the Project, shall execute and consent to the recording of a release of this Regulatory Agreement, at the expense of the party requesting such release.

SECTION 10 GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America. In the event of any conflict between this Regulatory Agreement and the National Affordable Housing Act or the HOME Regulations, the requirements of the National Affordable Housing Act or the HOME Regulations, as applicable, shall control.

SECTION 11 AMENDMENTS.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the county in which the Project is located. The Borrower hereby expressly agrees to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary for maintaining compliance under the National Affordable Housing Act and the HOME Regulations.

SECTION 12 NOTICE.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; or overnight carrier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO NLS: Neighborhood Lending Services, Inc.
247 North May Street
Chicago, Illinois 60622
Attention: Executive Director

WITH A COPY TO: _____

IF TO BORROWER: As specified on Exhibit B hereto.

Such addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice,

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demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail.

SECTION 13 SEVERABILITY.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 14 COUNTERPARTS.

This Regulatory Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Regulatory Agreement.

SECTION 15 ANNUAL INSPECTIONS.

The Borrower agrees that the Project shall be subject to on-site inspections by NLS, at least once a year during each year of the first term, to determine compliance with housing codes, this Regulatory Agreement and the requirements of the HOME Regulations.

SECTION 16 THIRD PARTY BENEFITS.

This Regulatory Agreement is made for the benefit of NLS and the Borrower and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Regulatory Agreement. The City is a third party beneficiary of this Regulatory Agreement and may execute any of the duties of NLS hereunder upon the termination of the CHOP II Agreement. Whether or not NLS elects to employ any or all of the rights, powers or remedies available to it hereunder, NLS shall have no obligation or liability of any kind to any third party other than to the City pursuant to CHOP II Agreement by reason of this Regulatory Agreement or any actions or omissions of NLS pursuant hereto or otherwise in connection herewith.

SECTION 17 REFERENCES TO STATUTES, ETC.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to any such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

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IN WITNESS WHEREOF, NLS and the Borrower have executed this Regulatory Agreement by their duly authorized representatives, all as of the date first written hereinabove.

NEIGHBORHOOD LENDING SERVICES, INC.

By:

Name: James K. Wheaton

Title: Associate Director

By: Lawrence Kellins, Sr.
Name: Lawrence Kellins, Sr.

By: Gene Rollins
Name: Gene Rollins

Title: Borrower

Title: co-Borrower

STATE OF ILLINOIS ✓

 ✓ SS

COUNTY OF COOK ✓

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT James K. Wheaton, personally known to me to be the Associate Director of Neighborhood Lending Services, Inc. ("NLS") and 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 acknowledged that as such Associate Director, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this May 21, 1996.

David R. [Signature]
Notary Public


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STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Lawrence Rollins, Sr. & Verone Rollins, personally known to me to be the Borrower and Co-Borrower, respectively, and known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such, they signed and delivered the said instrument pursuant to authority and in their respective free and voluntary acts and deeds and in the free and voluntary act and deed of the Borrower for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15TH day of
OCTOBER, 1997.


Notary Public

SEAL