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COOK COUNTY RECORDER

MORTGAGE

GHANTOR

BORROWER

JOHN C FITZPATRICK

FITZPATRICK

ADDRESS

6950 FOREST PRESERVE UNIT 304 NORRIDGE, 11' 60634-1341

TELEPH**ON**E NO. 708 457-645

JOHN C

ADDRESS

6950 FOREST PRESERVE UNIT 304 NORRIDGE, IL 60634-1341

TELEPHONE NO.

IDENTIFICATION NO.

IDENTIFICATION NO. TELEPHONE 1-708 457-0445 1. GRANT. For good and valuable consideration, Gruntor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges increditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, dich, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property")

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumularively "Obligations") to Lender pursuant

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$20,000.00	03/12/97	03/11/02	0~	264938211

all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for PERSONAL purposes.

4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures luture advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such X This Mortgage secures the indebtedness so secured shall not exceed \$ repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed

20,000.00 EFSESOR in Lamidouri Technologies, Inc., (12, 27, 94), (800), 947, 3799

- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Granton's coverants 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.
- r. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
 - (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 reference.
 - (b) Neither Granton nor, to the best of Granton's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hezardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Granton 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; (iii) triable or nonfriable asbestes; (iii) polychiorinated 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 delined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or "thy amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response. Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule regulation or ordinance give or hereafter in effect;
 - (c) Grantor has the right race is duly authorized to execute and perform its Obligations under this Morigage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time.
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property.
 - (e) Grantor has not violated and the Linot violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially article the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- s. TRANSFERS OF THE PROPERTY OR SENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person of persons but is a corporation, partnership, trust, or of the legal entity). Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payricle, 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 PARTIE'S. 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 payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Crantor, without Lender's prior writton 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 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 con munications relating thereto) to Lender.
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify any third party (including, but not limited to, lessees, 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 colince the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances 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, 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 Lendar, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property 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.

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Page 2016 JCF

14. 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 Londer in its sole discretion. The insurance policies shall require the insurance company to provide Londer, with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The linsurance policies shall name Londer as a mortgage and provide that no act or emission of Grantor or any other person shall affect the right of Londer to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Londer's option, Londer may apply the insurance proceeds pertaining to the loss or damage of the Property. At Londer's option, Londer may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Londer. In the event Grantor talls 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 the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured boreby. Grantor shall lumish Londer with evidence of insurance indicating the required coverage. Lender 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 Londer for further securing the Obligations. In the event of loss, Grantor shall immediately give Londer written notice and Londer is authorized to make proof of loss. Each insurance company is directed to make payments directly to Londer Instead of to Londer and Grantor. Londer shall have the right, at its sole option, to apply such monies toward

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 Londer's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Leader. Grantor will immediately provide Leader with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Granter shull immediately provide Lender with written notice of any actual or threatened condemnation or eminent decasts proceeding pertaining to the Property. All monies payable to Granter from such condemnation or taking are be oby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, local expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Granter shall immediately provide Lender with written notice of any actual or threat bed action, suit, or other proceeding affecting the Property. Granter hereby appoints Lender as its atterney-in-fact to compense, intervene in, and defend such actions suits, or other legal proceedings and to compromise or suttle any other proceedings the actions described in this paragraph or any action, error, mistake, emission or daily pertaining to the actions described in this paragraph in its own name. Granter shall cooperate and assist Lender in any action hereunder.

- 18. INDEMNIFICATION. Londer shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lander and its shareholders, directors, officers, employees and agents with valten notice of and indemnify and hold Lander harmless from all claims, damages, liabilities (including atterneys' fees and regal expenses), causes of action, actions, sults and other logal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall blio legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection thereby. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Granter's obligation to informify Lender shall survive the termination, release or forecourse of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all laxes and assessments relating to Property when due Upon the request of Lander, Grantor shall deposit with Lender each month one-work (1/12) of the estimated annual insurance premium, taxes and assessments purtaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurcing as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the fight as o 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
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shall allow conder or its agents to examine and inspect the Property and examine, inspect and make copies of Granter's books and records pertaining to the Property from time to time. Granter shall provide any assistance required by Londer for these perposes. All of the signatures and information contained in Granter's books and records shall be genuine, true, accurate a'd compilate in all respects. Granter shall note the existence of Londer's beneficial interest in its books and records pertaining to the Property. Additionally, Granter shall report, in a form satisfactory to Londer, such information as Londer may request regarding Granter's financial condition or the Property. The information shall be for such periods, shall reflect Granter's records at such time, and shall be rendered with such frequency as Londer may designate. All information furnished by Granter to Londer shall be true, accurate and compilate in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ton (10) days after any request by Lender, Granter shall deliver to Lender, or any intended transfered of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Granter 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. Granter will be conclusively bound by any representation that Lender may make to the intended transfered with respect to these matters in the event that Granter fails to provide the requested statement in a timely
- 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

 - falls to pay any Obligation to Lender when due; falls 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 damisged, destroyed, lost or stolen in any milterial 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, ls 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 Mongage, 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 Grantor 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 of solvency, the adequacy of the Property to secure the payment of 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 monies.

Instruments, and reposit accounts maintained with Lender; and

(h) to exercise of order rights available to Lender under any other written agreement or applicable law

Lender's rights are cumulative aixi 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 HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be an itled 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 equited to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation
- 26. APPLICATION OF FORECLOSURE (ROCEEDS. The proceeds from the foreclosure of this Montgage and the sale of the Property shall be applied in the following manner, first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender of its expenses and costs of the sale or in connection with securing. preserving and maintaining the Property, weeking or oblighing the appointment of a receiver for the Property, (including, but not limited to, attorneys' lees, logal expenses, filling ries, notification costs, and appraisal costs), then to the payment of the Obligations, and then to any third party as provided by lary.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Granter shall ammediately relimburse Lender for all amounts (including attorneys fees and legal expenses) expended by Lender in the parformance of any action required to be taken by Granter or the exercise of any right or remedy of Londer under this Mortgage, together with Interest thereon at the lower of the highest and described in any Obligation or the highest rate allowed by law from the date of payment until the date of relimbursement. These sums shall be included in the definition of Obligations berein and shall be secured by the interest granted herein
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remodies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender
- 39. 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 Granter from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an inferest 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 Londer 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' tees 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 Londer and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mall, 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 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 dishoner 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 hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 39. ADDITIONAL TERMS.

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Grantor acknowledges that Grantor has	cad, understands, and agroes to the terms and c	onditions of this Mortgage.
Dated: MARCH 7, 1997		
GRANIORJOHN C FITZPATRICK	GRANTOR	
JOHN C. F. Elskatrick JOHN C. FITZPATRICK A SOLE OWNER	4	
A SOLE OWNER	C	
GRANTOR	CHAMTOH	
CHYMILLA	(1907)1.))(
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GRANTOR	GNANTOH	175:
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	Selenni
State of -	
County of	Cark

State of

County of

SS.

ITHE HUDERSIENED ... a notary public in and for said County, in the State aforesaid, DO

The foregoing instrument was acknowledged before me

HEREBY CERTIFY that

personally known to me to be the same person

subscribed to the foregoing whose name.

\$5.

instrument, appeared before me this day in person and acknowledged that he . sealed and delivored the said instrument as H15

on behalf of the

free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this day of Trianch

Given under my hand and official seal, this day of

Office

Notary Public

Commission expires:

Commission expires:

SCHEDULE A

The street address of the Property (Mappileal le) is: 5950 Forest Preserve UNIT 304 NorRIDGE, IL 60634-1341

Permanent Index No.(s): 13-18-319-038-1040

The legal description of the Property is: NOTE THE POLICY OF THE WEST 1548.00 FEET (EXCEPT THE NORTH OF THE WEST OF THE WEST OF THE SOUTH OF THE POLICY OF THE POWER OF THE POLICY OF THE POLICY OF THE POLICY OF THE POLICY OF THE PORTH 703 FEET THEREOF AND EXCEPT STREETS; IN VOLK BROTHERS FIRST ADDITION TO MONTROSE AND OAK PARK AVENUE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE WEST 1548.00 FEET (EXCEPT THE NORTH 1430.40 MERIDIAN, ALSO PART OF THE WEST 1548.00 FEET (EXCAPT THE NORTH 1430.40 FEET THEREOF) OF THE BOUTHWEST FRACTIONAL QUARTER, LORTH OF THE INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 MAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATMACRED AS EXHIBIT 'D' TO DECLARATION OF CONDOMINIUM MADE BY RAY VENTURE, LTD., A CORPORATION OF ILLINOIS AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25169891, TOWNTHER WITH ITS UNDIVIDED PERCINTAGE INTEREST IN THE COMMON ELEMENTS.

SCHEQULE B

EXCEPTING PRIOR NORTGAGES OF RECORD

This instrument was propared by: VITA J VIVERITO

After recording return to Lundick FIRSTAR BANK ILLINOIS, P.O. BOX 3427, OSHKOBH, WI 375 9 803 803 com Acons Factoriological (no. 102/127/stati (novi) 437 (1785)