

HOME EQUITY LINE MCRTCAGE/



BORROWEN STREET MALLON ORBIT ENTRADO NEGOTAL BURLICH BUILDAND AND WIFE 97325459 ADDRESS ADDSERS 9416 OTABE ST MALE CRAFE BY MORTON CROVE IL 600531063

LEMDER: First Bank of South Dakota (Mational Association)

A MATICMAL BANKING ASSOCIATION

141 NORTH MAIN AVENUE SIOUX PALLS, SD 57117

MORTON GROVE IL 600531063

CEPT-01 RECORDING

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COOK COUNTY RECORDER

1.50

GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Scheckle A which is attached to this Mortgage and incorporated herein together with all future and present improvements and futures; privileges, hereditaments, and appurtonences; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, leases and profits; water, well, ditch, 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's and Gifahtersignestation and tuture, indebtedness, liebilities... (4) obligations and covenants (cumulative...) "Obligations") to Lender pursuant to:

(a) this Mortgege and the following agreement:

PRINCIPAL AMOUNT? CREEKY LIMIT	AGREEMENT DATE	DATE
50,000.00	03/14/1997	03/14/2002
	:	į

- (b) all renewels, sidentions, amendments, modifications, replacements or substitutions to any of the foregoing
- (c) applicable la
- 2. PLIRPOSE. This Mortgage and the Obligations described herein an executed and incurred for consumer purpo
- 4. The total amount of indebtedness advanced by this Mortgo is under the promissory note or agreement (the "NOTE") secured hereby may incre \$0,000.00 plus interest, collection costs, and e from time to time, but the total of all such indebtedness so source shall not exceed \$ amounts advanced to protect the item of this Mortgage. The Note secure, he shy evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The item of this Mortgage secures payment of any existing indobtedness and future advance may a pursuant to the Note, to the same extent as if such future advances made is of the execution of this Mortgage, without regard to wh ther or no " a is any advance made at the time this Mortgage is executed and without regard ther or not there is any indebtedness outstanding at the time any advance is hade
- & EXPENSES. To the extent permitted by law, this Mortgage s is the repayment of all amounts expended by Lander to perform Grantor's coveriants under or to meintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, 💨 Insurance on the Property, plus intere

 - e. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, was arrusted covenants to Lander that:

 (a) Grantor shall matrix the Property tree of all tiens, accurity interests, encumbrances and chims except for this Mortgage and tiens and encumbrances.
 - (b) Neither Grentor nor, to the best of Grentor's knowledge, any other party has used, or articl, released, discharged, stored, or dispos "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Granto ported any Haze of as Materials to or from the Property. Grantor shall rep commit or permit such actions to be teleen in the future. The term "Hezardous Meterials" shall mean any "examples we substance, material, or waste which is or becomes regulated by any governmental authority including, if ut not limited to, iste, todo subst governmental authority including. It is not limited to, (i) patroloum; (ii) triable or nonfri risks or wastes designated as a "h country and a substances." tos; (iii) polychlorinated bipherryls; (iv) those substances, met il) polychiorinated biphenyts; (iv) those substances, materials or wastes designated as a "1 seed as substance" pursuent to Section 311 of the r Act or listed pursuent to Section 307 of the Clean Water Act or any amendments or replay analysis to these statutes; (v) those substances, details or wastes defined as a "hezerdous waste" pursuant to Section 1004 of the Resource Conserva (b.) and Recovery Act or any amendments or facements to that statute; or (vi) those substances, materials or wastes defined as a "hezerdous substance" per Aur & to Section 101 of the Comprehensive replacements to that statute; or (vi) those substances, materials or wa hose substances, materials or wastes defined as a "hezerdous substance" per Aur & to Section 101 of the Comprehensive ation and Liability Act, or any amendments or replacements to that statute or ar, witer similar statute, rule, regulation or sponse, Comp urdnance now or hereafter in effect.
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these as to be do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of taxe, contract or other agreement which may be binding on Grantor at any time: ct or other agreement which may be binding on Grantor at any time;
 - No action or proceeding is or stuff to pending or threatened which might materially affect the Property; and
 - (e) Grantor has not violate tatuta, regula d and shall not viola ution, ordinance, rule of law, contract or other agreement to the grit materially affect the B GRY 5 Property (including, but not limited to, those governing Hazardous Materials) or Lander's rights or interest in the Property pursuant to the Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL 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 the analysis of Borrower or Charitor is not a netural person or persons but is a corporation, partnership, trust, or other legal entity), Lender stay, at Lender's option declare the lands are persons but is a corporation, partnership, trust, or other legal entity), Lender stay, at Lender's option declare the lands are personal to any this Mortgage, the promissory note or other agreement or by this Mortgage, rwise prohibited by federal law
- 6. INCLURIES AND NOTIFICATION TO THERD PARTIES. Grantor hereby authorizes Lander to contact any third party and make any inquiry parteining its Grantor's financial condition or the Property. In addition. Lender is authorized to p n notice of its brest in the Property to env third party.
- 8. INTERPENDE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lenders 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 lies, security interest or other encumbrance to be placed upon Grantor's right, the end interest in and to any Agreement or the amounts payable thereunding or (d) terminate or central any Agreement accords for the nonpayment of any sum or other naterial breach by the other party thereto. If Grantor receives at any time any written communication asserting a detaut by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 19. COLLECTION OF INDESTEDNESS FROM THERD PARTY. Lender shall be entitled to notify or requite Granter to notify any third party finducting, but not implied to, tessess, ifcanses, governmental authorities and insurance companies) to pay Lander any industractness or obligation owing to Granter with respect to the Property (cumulatively "industractness") whether or not a dataset exists under this Mortgage. Granter shall differently collect the indebtedness owing to Granter from these third perfect until the giving of such notification. In the event that Granter processes or receives possession of any instrument or other remitteness with the industractness belowing the giving of such notification or if the instruments or other remitteness in any instrument or condemnation proceeds, Granter shall hold such instruments and other remitteness. Lander shall be entitled to collect (by legis proceedings or otherwise), extend the time for payment, congression, exchange or released sky obligor or collaborate upon, or otherwise entitle enty of the industratives whether or not an event of default exists under this Agraement. Lender shall not be faither to Granter for any action, error, mistales, omission or delay partering to the actions described in this paragraph or any damages resulting thereform. ges resulting therefrom

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- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs headed to maintain the Property in good couplition.

 Grantor shall not commit or general any weats to the committee with respect to the Property of t andor's prior written consent, and shall be made at Grantor's sole expense
- 12. LOSS OR DANAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Demage") to the Property or any Sportion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lendor, repair the affected Property to its previous grandition or pay or cause to be paid to Lendor the decrease in the fair market value of the affected Property.
- 12. INSURANCE. Granter shall keep the Property insured for its full value against all hazards including loss or demage caused by fire, collision, that, flood if applicable) or other casualty. Granter 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 collision are the any marrier. The insurance policies shall remark a such control of the insurance policies shall remark a such control of the insurance policies shall remark a such control of the insurance policies shall remark as a such control of the insurance policies shall remark as a such control of the insurance policies shall remark as a such control of the such control the enty menner. The insurance proficies shell name Lender as a mortgages 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 require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall faints Lender with evidence of insurance cating the required coverage. Lender may act as attermey in-fact for Grantor in making and satiling claims under insurance policies, cancelling any policy or ng Granton's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies ahali be constantly assigned, ple red to Lender for further securing the Obligations. In the event of loss, Grentor shall immediately give Lender written notice and Lender to authorized to make proof of loss. Each insurance company is directed to make payments directly to Lander Instead of to Lander and Grantor. Lander shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the sole option, to apply such mories toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against shall be explied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONDIG AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the e or permit such use to be discontinued or abendoned without the prior written consent of Lender. Grantor will immediately provide Lender with of any proposed changes to the zoning provisions or private covenance effective the December 2. use of the Property without Lendor's prior written consent. If Grantor's use of the Property become written notice of any proposed changes to the zoning provisions or private covenants affecting the Property
- 16. CONDEMMATION. Ganto shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain 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 attorney. First, legal expenses and other costs (including appraisal leas) 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
- 16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lander with written notice of any actual or threatoned action, suit, or other proceeding at suit or the Property. Grantor hereby appoints Lender as its atterney-in-fact to commonos, intervene in, and detents such actions, suits, or other legal proceedings are to compromise or sattle any claim or controversy pentaining thereto. Lender shall not be liable to Grantor for any action, error, mistaks, omission or delay parter no to the actions described in this paragraph or any demages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described it this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or 🔊 esponsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Granter shall immediately provide Len. "or all its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lander and its shareholders, directors, officers, employees and agents harmless from all claims, damages, fieldlites (including attempts) tess and legal expenses), causes of action, actions, suits and other legal proor ading a (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazerdous Materials). Granter, upon the request of Lea der, shall hire legal counsel to defend Lender from such Claims, and pay the attempts! tees, legal expenses and other costs incurred in connection therewith. It was alternative, Lander shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lander shall make the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and a soft ments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lander each month one-twelfth (1/12) of the estimated annual is arence premium, takes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lendor shall have the right, at its sole option, to apply the funds so held to pay an / tax: s or against the Obligations. Any funds applied against the Obligations shall be explied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, SOCIES, RECORDS AND REPORTS. Granto & all allow Lander 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 for in time to time. Grantor shall provide any essistance required by nder for these purposes. All of the signatures and information contained in Grantor's bod or and records shall be ganuine, true, accurate and complete in all species. Grantor shall note the existence of Lander's interest in its books and records pertaining the Property. Additionally, Grantor shall report, in a form Landor for th satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The Information sh ell be for such period shall reflect Granton's records at such time, and shall be rendered with such frequency as Lender my assignate. All Information furnished by Granton to Lander shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and admonstrated statement specifying (a) the outstanding or arms on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the minute of such claims, defenses, set-offs or will be or counterclaims. Grantor will be conclusively bound by any representation the event that Grantor falls to provide the requested statement in a timely manner. contation that Lender may make to the intended arms race with respect to those matters in the
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - (a) committe traud or makes a material interopresentation at any time in connection with the Obligations or this or rigage, including, but not limited to, takes statements made by Grantor about Grantor's income, essets, or any other aspects of Grantor's financial condition;

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 (b) fails to meet the repayment terms of the Chilgations; or

 (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Landor, not in Property, including, but not limited to, transfering title to or setting the Property without Landor's content, taking to mention insurance or to pay tarks on the Property, allowing a lien sentor to Landor's to result on the Property without Landor's written consent, allowing the biding of the Property through erriment domain, allowing the Property to be foreclosed by a lienholder other than Landor, committing trasts of the Property, using the Property in a property in an illegal manner which may subject the Property to setzers or confiscation.
- 22. RIGHTB OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lander shall be entitled to exercise notice or demand (except as required by law):

 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
 (b) to declare the Obligations immediately due and payable in ful;
 (c) to collect the outstanding Obligations with or without resorting to judicial process;
 (d) to require Grantor to deliver and make available to Lander any personal property constituting the Property at a place reasonably convenient to Grantor and Lendor;
 - (a) to collect all of the rants, issues, and profits from the Property from the date of default and thereefter;
 (7) to apply for and obtain the appointment of a receiver for the Property without regard to Granton's fine
 - rd to Grantor's financial condition or solvency, the adequacy of the arty to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - (g) to foreclose this Mortgage;
 - (h) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounting
 - (i) to assercise all other rights available to Lender under any other written agreement or applicable law.

Landor's rights are cumulative and may be exercised together, separately, and in any order. In the event that Landor institutes an action seeting the recover any of the Property by way of a projudgment remody in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

22. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any shariff's fee and the salisfaction of its expenses and costs; then to teimburge Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not librated to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations, and then to any third party as provided by two.

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26. WAIVER OF HOMESTEAD AND CTHER STORTS. Grantor hereby waives all homestead or other storage to which Grantor would otherwise be publicable law. If a husband and rule are both dening this fire and a price and only one of the sole purpose of weight a city of rests and other east policy.

25. COLLECTION COSTS. If Lender him are along in east it in colocing and a purificial or entering and rule of the entering peas to pay Lendor's reasonable attorneys' tees and costs. 28. SATISPACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lander. Sender for all amounts (including atterment) have and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the extension of any right or remedy of Lender under this Montgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate described in any Obligation or the highest rate described in any Obligation or bighest rate allowed by law from the data of payment until the data of reimbursement. These sums shall be included in the definition of Obligations herein and shall be included by the interest granted herein. 29. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amoun (including atterneys) fees and legal expenses), to the extent permitted by ten, in connection with the exercise of its rights or remedies described. action with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lander chooses. 29. POWER OF ATTORNEY. Granter hereby appoints Lander as its attempty-in-fact to endorse Granter's name on all instruments and other documents particularly to the Obligations or indebtechees. In addition, Lander shall be critical, but not required, to perform any action or execute any document required to be taken or executed by Granter this Mortgage. Lander's performance of such action or execution of such documents shall not releave Granter from any nts shall not n ligation or cure any detault under this Mortgage. The powers of alterney described in this paragraph are coupled with an interest and are irre 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous tien, essently into with funds advanced by Lendor regardless of whether these liens, security interests or other encumbrances have been released of record. \$1. PARTIAL RELEASE. Lan e its interc 31. 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 28, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. \$2. MODIFICATION AND WASVIN. The modification or welver 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 walver of those Obligations or sights. A welver on any occasion shall not constitute a walver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lander emends, compromitive, exchanges, talks to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of the rights against any Grantor, third party or he Property. 33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and trure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, procedures, procedur 38. MOTECES. Any notice or other community of the 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 of any 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 our a notice is sent and any other such notice shall be deemed given when received by the person to whom each notice is being given. 88. SEVERABILITY. If any provision of this Mortgage of state is the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable. 38. APPLICABLE LAW. This Mortgage shall be governed by the less of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state. 87. MESCELLAMEQUE. Grantor and Lander agree that time is to resonce. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mirror on shall include all persons signing below. If there is more than one Grantor, their Chilgestons shall be joint and several. Grantor hereby walves any right to be by jury in any civil ection stissing out of, or besed upon, this Mortgage or the Property securing this Mortgage, This Mortgage and any related to sents represent the complete integrated understanding between Grantor and iring to the terms and conditions of those documents. 38. TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS. This Mortgr go is executed by not personally but solely as Trustee under Trust Agreement dated an and known as Thust No. ardise of the power and authority conferred upon and vested in it as such Trustee A the terms, provisions, stipulations, covenants and conditions to be performed by not ind nd or be enforceable against nd who also may be the Beneficiary(s) of that centain Trust created with -16/4'S OFFICO pursuant to a Trust Agreement dated Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Detect ____, not personally but r Trust Agreement dated GP GVV C STRVEN BERLICE GRANTOR: GRANTOR: DEBORAH HERLIC GRANTOR

Proposed & OK

EUEDATOC Res. 1584

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COU K	Country of	
IL CORY D'IER . a Note		
Paible in and for said County, in the State aforesaid, DO HEREBY CERTIF	that	
	es and	
<u>.</u>	as Trustee under Trust Agreement dated	
personally known to me to be the same person whose name	and known as Trust Number , who are personally known to me to be the same persons whose names are subscribed to the foregoing	
subscribed to the foregoing instrument, appeared before m	no instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said	
this day in person and admonledged that he said instrument as free at		
vokentary act, for the uses and purposes herein set forth.	of said Bank for the uses and purposes set forth. Given under my hand and official seel, this	
Given under my hand and official seel, this day of		
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"OFFICIAL STALL"	Commission expires:	
Commission expires: Notan Published	7	
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The street address of the Property (if applicable) = \$116 OZARK ST & 270M GROVE 1	T. 600531063	
Permanent Index No.(s): 0913106032		
The legal description of the Property located in COOK	County, Illinois is:	
LOT 134 IN GLEN GROVE TERRACE, A SUBI		
OF THE NORTHWEST 1/4 OF SECTION 13, \(\) THE THIRD PRINCIPAL MERIDIAN, IN MAIN		
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EASINTOO Res. 1104	Property Please	

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