

**TRUST DEED  
SECOND MORTGAGE**

& not personally

THIS INDENTURE WITNESSETH, That Cosmopolitan Bank & Trust, as trustee under Trust Agreement dated March 10, 1998 known as Trust No. 30788, a national banking association, (hereinafter called the Grantor) of Chicago, Illinois for and in consideration of the sum of Ten Dollars, in hand paid, CONVEY and WARRANT to Weidenhyer Development Company, an Illinois corporation, of 2020 Algonquin Road, Schaumburg, Illinois 60173, as Trustee, and to its successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and the State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): See Exhibit A

Address(es) of premises: 1910 South Indiana Avenue, Chicago, Illinois

IN TRUST, nevertheless for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon one principal promissory note(s) bearing even date herewith, payable to Weidenhyer Development Company, an Illinois corporation in the amount of One Million Dollars (\$1,000,000.00) (the "Note")

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies, to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at five per cent per (5%) annum in excess of the Interest Rate as defined in the Note shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at five per cent (5%) per annum in excess of the Interest Rate as defined in the Note, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosures hereof -- including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees -- shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators, and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the

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filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Cosmopolitan Bank & Trust Trust No. 30788, as Trustee and not personally

IN THE EVENT of the death or removal from said Cook County of the Grantee, or of his resignation, refusal or failure to act, then the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to and subordinated to a First Mortgage held by Cosmopolitan Bank & Trust.

Witness the hand(s) and seal(s) of the Grantor this 30th day of March, 1998.

For signatures and exculpatory provisions, of the Trustee see rider hereto attached which is expressly incorporated herein and made a part hereof.

Cosmopolitan Bank & Trust, as trustee under Trust Agreement dated March 10, 1998 known as Trust No. 30788 and not personally

by: \_\_\_\_\_

Please print or type name(s) below signature(s)

EVIDENCE OF TITLE NOT YET RECEIVED

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 \_\_\_\_\_ Vice President of Cosmopolitan Bank & Trust, a national banking association, and \_\_\_\_\_, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustees, for the uses and purposes therein set forth, and said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1998.

NOTARY PUBLIC

Commission Expires: \_\_\_\_\_

This instrument was prepared by: Bryan R. Orr, Shaheen, Orr, Pearce, Griffin & Staat, P.C., Attorneys at Law, 20 North Wacker Drive, Suite 2900, Chicago, IL 60606

Mail to:

Mr. Bryan R. Orr  
Shaheen, Orr, Pearce, Griffin & Staat, P.C.  
20 North Wacker Drive - Suite 2900  
Chicago, IL 60606-3192

Trust Deed

This ~~instrument~~ is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 30th day of March, 19 98.

COSMOPOLITAN BANK AND TRUST AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:

BY: [Signature]  
Trust Officer

BY: [Signature]  
Vice President & Trust Officer

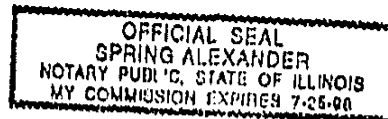
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

EVIDENCE OF TITLE NOT YET RECEIVED

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Gerald A. Wiel and Todd W. Cordell of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 1998.

[Signature]  
Notary Public



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RIDER TO TRUST DEED  
DATED \_\_\_\_\_, 1998

EXECUTED BY  
COSMOPOLITAN BANK & TRUST, AS TRUSTEE  
UNDER TRUST AGREEMENT DATED MARCH 10, 1998  
KNOWN AS TRUST NO. 30788 ("MORTGAGOR")  
RELATING TO THE REAL ESTATE COMMONLY  
KNOWN AS  
1910 SOUTH INDIANA AVENUE  
CHICAGO, ILLINOIS (THE "PREMISES")

This Rider is attached to the referenced Trust Deed. In the event of any conflict between the Trust Deed and the Rider, the Rider shall control.

1. Mortgagor shall provide the holder of the note with evidence of payment of all real estate taxes, special assessments and insurance premiums relating to the Premises within thirty (30) days after the date such sums become due and payable. In the event that Mortgagor fails or refuses to provide the holder of the note with evidence of such payment, the holder of the note shall have the option to advance any of such sums on Mortgagor's behalf and the amount so advanced shall be added to the unpaid principal of the note secured by this Trust Deed and shall bear interest at the rate of five percent (5%) per annum over the Interest Rate defined in the Note. The holder may also at any time that Mortgagor is not current in payment of real estate tax payments for the Premises require Mortgagor to pay to the holder of the note on the day that monthly installments of principal and interest are payable under the note, until the note is paid in full, a sum equal to one-twelfth (1/12) of the annual real estate taxes and special assessments imposed upon the Premises, all as reasonably estimated initially and from time to time by the holder of the note on the basis of tax bills, special assessment bills and reasonable estimates thereof.

In the event the holder of the note elects to require this escrow, such funds shall be held by the holder of the note and applied to the payment of such real estate taxes, and special assessments, and the holder of the note shall not be required to pay Mortgagor any interest or earnings on such funds. The funds are also pledged to the holder of the note as additional security for payment of the sums secured by this Trust Deed. If the amount of the funds held by the holder of the note, together with the future monthly installments of such funds payable prior to the due dates of real estate taxes and special assessments, shall exceed the amount required to pay such real estate taxes, and special assessments as they fall due, such excess shall, at the holder of the note's option, either promptly be repaid to Mortgagor or be credited by Mortgagor on monthly installments of such funds. If the amount of funds held by the holder of the note shall not be sufficient to pay real estate taxes, and special assessments as

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they fall due, Mortgagor shall pay the holder of the note any amount necessary to make up the deficiency within fifteen (15) days from the date that notice of such deficiency is mailed to Mortgagor.

In the event the holder of the note does require such escrow, upon payment in full of all sums secured by this Trust Deed, the holder of the note shall render to Mortgagor an accounting of the funds used to pay such real estate taxes and special assessments, showing credits and debits to the account and the purpose for which each debit to the account was made. The holder of the note shall also promptly refund to Mortgagor any funds held to pay real estate taxes, and special assessments on the Premises when the note is paid in full.

2. All notices required in this Trust Deed shall be deemed to have been duly given upon actual delivery or two (2) business days after mailing by U.S. certified or registered mail, postage prepaid and return receipt requested, addressed to Mortgagor at the address of the Premises and to the holder of the note at the following address, or, in each case, at such other address as either Mortgagor or the holder of the note may designate in writing to the other party: Bryan R. Orr, Esq., Shaneen. Orr, Pearce, Griffin & Smit, P.C., 20 North Wacker Drive, Suite 2900, Chicago, Illinois 60605.

3. At the option of the holder of the Note secured by this Trust Deed and upon thirty (30) days' prior written notice of Mortgagor, all principal indebtedness evidenced thereby, together with any and all accrued interest, shall become due and payable upon the actual or attempted sale, assignment, pledge, encumbrance, conveyance, or lease of all or any portion of the Premises or any other transfer of all or any part of the Premises, or transfer of any beneficial interest in any trust holding title to such real estate, or a change in the use of the Property.

4. Mortgagor shall at all times while the note secured by this Trust Deed remains unpaid and at its expense, carry and maintain for the mutual benefit of Mortgagor and the holder of the note, hazard insurance in the amount of \$ \_\_\_\_\_ and general public liability insurance of \$3,000,000.00 against claims for personal injury, sickness or disease, including death and property damage, which occurs in, on or about the Premises, or in, on or about the streets, sidewalks or the property immediately adjacent to the Premises.

Mortgagor shall, from time to time, deliver to the holder of the note certificates of such insurance which shall be procured from responsible insurance companies which are authorized to do business in the state of Illinois and approved by the holder of the note. Such insurance may be obtained by Mortgagor by endorsement on a blanket insurance policy, provided that the holder of the note is furnished with satisfactory proof that such blanket insurance policy provides coverage at least equal to the coverage described above. All such insurance policies shall name Mortgagor and the holder of the note as insureds thereunder, shall provide that losses shall be paid to said insureds as their respective interests may appear, and

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shall provide that the same may not be modified or cancelled except upon twenty (20) days prior written notice to Mortgagor and the holder of the note.

5. The Mortgagor does hereby sell, assign, transfer, and set over unto the Trustee and its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, and any letting of, or any agreement for the uses or occupancy of, any part of the premises heretofore described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as above and commonly known as 1910 South Indiana Avenue, Chicago, Illinois and does authorize irrevocably the above mentioned Weidmayer Development Company, as Trustee in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to sue and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Trustee or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgment deemed proper and advisable. Trustee agrees not to activate this assignment of rents unless Mortgagor is in default under the Note.

6. Mortgagor shall not and will not (nor shall any beneficiary of Mortgagor) apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of the lien of this Trust Deed, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the Premises and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.

7. Mortgagor shall not cause or permit any "Hazardous Substance" (as hereinafter defined) to be used, stored, generated or disposed of on or in the Premises. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises, or if the Premises

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become contaminated in any manner for which Mortgagor is legally liable, Mortgagor shall indemnify and hold harmless the holder of the note and Trustee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees arising after the date of this Trust Deed. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Mortgagor causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Mortgagor shall promptly, at its sole cost and expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Mortgagor shall first obtain the holder's approval for any such remedial action. As used herein, the term "Hazardous Substance" shall mean any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of Illinois, or the United States government, and includes, without limitation, and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law.

IN THE EVENT OF THE COMMENCEMENT OF A JUDICIAL PROCEEDING TO FORECLOSE THIS TRUST DEED, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED ON BEHALF OF MORTGAGOR, AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AFTER THE DATE OF THE EXECUTION OF THIS TRUST DEED AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, AND FOR ALL THAT IT MAY LEGALLY BIND WHO ACQUIRE ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE HEREOF, AND AGREES THAT WHEN SALE IS MADE UNDER ANY DECREE OF FORECLOSURE OF THIS TRUST DEED, UPON CONFIRMATION OF SUCH SALE, THE SHERIFF OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED, OR OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO THE PURCHASER AT SUCH SALE, A DEED CONVEYING THE PREMISES, SHOWING THE AMOUNT PAID THEREFOR, OR IF PURCHASED BY THE PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR.

THE MORTGAGOR FURTHER HEREBY WAIVES AND RELEASES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AND ALL RIGHTS TO RETAIN POSSESSION OF THE PREMISES AFTER ANY DEFAULT IN OR BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS HEREIN CONTAINED.

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8. Within thirty (30) days of receipt of all amounts due the holder of the Note under the Note and Trust Deed, the holder shall prepare and deliver to Mortgagor a release deed releasing this Trust Deed and indenting the note has been paid in full. Mortgagor shall pay the Trustee's fees pertaining to the issuance and release of the Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Rider to the attached Trust Deed this 30th day of March, 1998.

MORTGAGOR

COSMOPOLITAN BANK & TRUST, as trustee under Trust Agreement dated March 10, 1998 known as Trust No. 30788 and not personally

by: \_\_\_\_\_

\_\_\_\_\_

EVIDENCE OF TITLE  
NOT YET RECEIVED

Please return after recording to:

Bryan R. Orr  
Shaheen, Orr, Pearce, Griffin & Stant, P.C.  
20 North Wacker Drive - Suite 2900  
Chicago, IL 60606-3192

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Rider to Trust Deed

This ~~Mortgage~~ is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK & TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as Trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Signatures of the Trustee expressly exclude covenant of mortgage pursuant to the Hazardous Substances paragraph of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any Hazardous substances, or that the premises are in compliance with the terms of any environmental act including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental Protection Act.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 30th day of March, 1998.

COSMOPOLITAN BANK AND TRUST,  
AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:  
By: [Signature]  
Trust Officer

By: [Signature]  
Vice President & Trust Officer

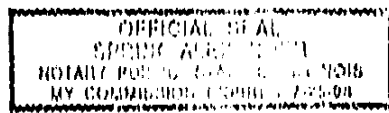
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

EVIDENCE OF TITLE  
NOT YET RECEIVED

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Gerald A. Wiel and Paul W. Cordell of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and as such Vice President & Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 19 98.

[Signature]  
Notary Public



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