UNOFFICIAL COPY 13735 9474/0104 02 001 Page 1 of

9474/0104 02 001 Page 1 of 7 1999-02-03 16:32:21

Cook County Recorder



TRUST DEED

(ASSIGNMENT OF RENTS COMBINED IN THIS DOCUMENT)

	THE ABOVE SPACE FOR RECORDER'S USE ONLY			
THIS INDENTURE, rade	1999 , between CHICAGO TITLE LAND TRUST CO.			
	a corporation organizedunder			
the laws of ILLING'S, not personally	but as trustee u/t/a dtd 7/20/94 and known as Trust No.			
, neight referred to as Mortgag	or, and CHICAGO TITLE AND TRUST COMPANY, an			
Illinois corporation doing business in Chicago, Illino				
THAT, WHEREAS the Mortgagor is justly indebt	ted to the legal holder of the Installment Note hereinafter			
	erein referred to as the Holder of the Note, in the principal sum			
of				
(\$50,000.00)—FIFTY THOUSAND AND NO/190————————————————————————————————————				
evidenced by one certain Installment Note of the Mor	rtgagor of even date herewith, made payable to THE ORDER			
OF BEARER	The state of the s			
and delivered, herein referred to as the "Note," in and by which the Mortgagor promises to pay the said principal				
sum and interest on the balance of principal remaining from tirue to time unpaid in accordance with the rate of inter-				
est and other terms and conditions as set forth in the Note until the Note is fully paid except that the final payment				
of principal and interest, if not sooner paid, shall be due on the				
NOW, THEREFORE, the Mortgagor to secure the payment of the indebtedness evidenced by the Note, includ-				
ing interest thereon and any refinancing, extension, renewal or modification thereof, and the performance of the				
covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum				
of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents GRANT, REMISE,				
RELEASE, ALIEN and CONVEY unto the Trustee, its successors and assigns, the following described Real Estate and				
all of its estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO,				
COUNTY OF COOK AND ST	ATE OF ILLINOIS,			
to wit:	V/sc.			
LOTS 33 AND 34 IN BLOCK 107 IN CORNEL	L, A SUBDIVISION OF SECTIONS 2% AND 35,			
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK				
COUNTY, ILLINOIS	CA			

Loan # 86-50504

(Page 2 of 6)

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premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full

4. In case of default therein, Trustee or the Holder of the Note may, but need not, make any payment or perform

respective dates of expiration.

Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the attached to each policy and shall deliver all policies, including additional and renewal policies, to the Holder of the Trustee for the benefit of the Holder of the Note, such rights to be evidenced by the standard mortgage clause to be companies satisfactory to the Holder of the Note, under insurance policies payable, in case of loss or damage, to cient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in by law to have such insurance) under policies providing for payment by the insurance companies of moneys suffiagainst loss or damage by fire, lightning or windstorm (and flood damage, where the Holder of the Note is required 3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured

may desire to confest. Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor

ten request, furnish to Trustee or to the Holder of the Note duplicate receipts therefor. To prevent default hereunder ments, water charges, sewer service charges, and other charges against the premises when and shall, upon writ-

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay perial taxes, special assess-

and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordiupon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection of, and upon request exhibit satisfactory evidence of the discharge or cuch prior lien to Trustee or to the Holder of pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien here-

waste, and free from mechanic's or other liens or claims for lien 1 of expressly subordinated to the lien hereof; (c)

premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without 1. Mortgagor shall (a) promptly repair, restore or rebuild any ouildings or improvements now or hereafter on the IT IS FURTHER UNDERSTOOD AND AGREED THAT

trusts herein set forth,

ceding paragraph, unto the said Trustee, its successor, and assigns, forever, for the purposes, and upon the uses and TO HAVE AND TO HOLD the premises, and the property, rights and interests pledged and assigned in the pre-

premises or any right, title, interest or value related thereto. nection with any condemnation, eminent domain or other similar proceeding for any taking of all or any part of the thereof, and all proceeds of any such in urance policies; and (d) all amounts payable in lieu of or as awards in conany part of the premises, all fire and other hazard or casualty insurance policies related to the premises or any part Agreements; (c) all amounts payable in lieu of or as compensation for any loss or destruction of or damage to all or material agreements related to the ownership, use or occupancy of all or any part of the premises; (b) all Leases and material contracts (including with vit limitation contracts for the sale of all or any part of the premises) and other Agreements", which term shall herein mean collectively any and all present and future leases, tenancies, licenses, earnest money or downpayment for the purchase of all or any part of the premises) under all "Leases and after due, payable or actruing (including without limitation all deposits of money as advance rent, for security or as any part thereof and sitrants, issues, proceeds, profits, revenues, royalties, bonuses, rights and benefits now or herely and on a parity with the premises and not secondarily, (a) all rents, issues, proceeds and profits of the premises or assign to the Trustec from and after the date hereof (including without limitation any period of redemption), primari-

AND FURTHER, as additional security for said payment and performance, Mortgagor does hereby pledge and or assigns shall be considered as constituting part of the real estate. that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors

the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, cles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or artirents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which TOCETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all which, with the property described in the next following paragraph, is referred to herein as the "premises,"

V933-35 SOUTH WOODLAWN

Common Address:

expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the Holder of the Note to protect the premises and the lien hereof plus reasonable compensation to Trustee for each matter

concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the rate applicable from time to time under the Note. Inaction of Trustee or the Holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

- 5. The Trustee or the Holder of the Note making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms thereof. At the option of the Holder of the Note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- 7. When the indebted less hereby secured shall become due whether by acceleration or otherwise, the Holder of the Note or Trustee may at its option and to the extent permitted by applicable law, (a) institute proceedings for the complete foreclosure of the nen hereof, (b) institute proceedings in equity or at law for the specific performance of any covenant, agreement or condition herein or in aid of the execution of any power granted herein, (c) enter upon and take and maintain possession of all or any part of the premises and all documents, books, records, papers and accounts of Mortgagor or the their manager of the premises relating thereto, exclude Mortgagor and its beneficiaries, agents and servants wholly therefrom and possess, operate, manage and control the premises or any part thereof and conduct any business thereon, with full power to (i) collect all rents, issues and profits from the premises, (ii) take such action, legal or equitable, as may, in Trustee's or the Holder of the Note's discretion, be necessary or desirable to protect or enforce the payment of the rent; issues and profits from the premises, including without limitation instituting actions for recovery of rent, actions in 10 cible detainer and actions in distress for rent, (iii) cancel or terminate any tenancy, lease or sublease for any cause or reason which would entitle Mortgagor or the Lessor to cancel such tenancy, lease or sublease, (iv) elect to disaffirm any unancy, lease or sublease made subject hereto or which is or becomes subordinate to the lien hereof, (v) extend or modify any lease or tenancy and make new leases, which extensions, modifications and new leases may provide for erns or options for terms to expire beyond the maturity date of all obligations secured hereby, it being understood and agreed that any such leases and the options and other provisions contained therein shall be binding upon Mortgagor, upon all persons whose interests in the premises are subject to the lien of this Mortgage and upon any purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured becepy, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser or purchasers at any foreclosure sale, (vi) make any repairs, decorations, renewals, replacements, alterations, additions and improvements to the premises as Trustee or the Holder of the Note may deem reasonably necessary or desirable, (vii) in une and reinsure the premises and any risks incident to the possession, operation, management and control of the premise's by Trustee or the Holder of the Note, and (viii) take such other action for the possession, operation, management and control of the premises as Trustee or the Holder of the Note may deem necessary or appropriate, and/or (d) take such other action as may be permitted by applicable law. In any suit to foreclose the lien hereof, there shall be allower and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incorred by or on behalf of Trustee or the Holder of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimate's to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the Holder of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the rate applicable from time to time under the Note, when paid or incurred by Trustee or the Holder of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute

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construed to mean "Notes" when more than one Note is used.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed, The word "Note" when used in this instrument shall be persons shall have executed the Note or this Trust Deed, The word "Note" when used in this instrument shall be

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, without a simultaneous designation of a Successor in Trust by the Holder of the Note, the then Recorder of Deeds of the county in which the premises are situated shall be or shall designate the Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

maker thereof.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliverable to and at the request of any person who shall, either before or after miturity thereof, produce and exhibit to Trustee the Mote representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor frustee, such successor Trustee may accept as the genuine Mote any note which bears an identification number purporting to be placed thereon by a prior Trustee or which conforms in substance with the description herein contained of the Original Trustee and it has never placed its identification number on the Mote and accept as the genuine Mote and it has never placed its identification number on the Mote and accept as the genuine Mote and it has never placed its identification number on the Mote, it may accept as the genuine Mote and which may be presented and which conforms in substance with the description herein contained of the Mote and which purports to be executed on behalf of the corporation herein designated as herein contained of the Mote and which purports to be executed on behalf of the corporation herein designated as

exercising any power herein given.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures or this Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunde; except in case of its own gross negligence or missional trustee, and it may require indemnities satisfactory to it before missionaluct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before

thereto shall be permitted for that purpose.

11. Trustee or the Holder of the Note shall have the right to inspect the premises at all reasonable times and access

would not be good and available to the party interposing same in an action at law upon the Note.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which

and/or (b) the deficiency in case of a sale and deficiency.

9. Upon, or all my time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be a pointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of recemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the interver, and such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may oc necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this crust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale;

closure sale, and (e), with respect to any remaining funds, to Mortgagor.

secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as Their rights may appear. Any rents, issues and profits from the premises received by the Holder of the Note or Trustee, after taking possession of the premises or pursuant to any assignment thereof under the provisions hereof or otherwise, shall, if and to the extent permitted by applicable law, be distributed and applied to or on account of the following, in such order of priority as Trustee or the Holder of the Note or on account of the following, in such order of priority as Trustee or the Holder of the Premises of a receivership, as the court) may determine: (a) the payment of any expenses incurred in the possession, operation, management and control of the premises, including reasonable compensation to Trustee or the Holder of the Note or any receiver that and including lease commissions and other expenses of procuring tenants and entering into leases for the premises, and including lease commissions and other expenses of procuring tenants and other charges now due to which may become due or which may be or become a lien prior to the lien hereof, (c) the payment of any expenses incurred for any repairs, decorations, renewals, replacements, atterations, additions and improvements to the premises or the operation thereof, (d) the payment of any obligations secured hereby, the payment of any expense forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any foreforth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any fore-

its rate schedule in ef compensation for any	g this Trust Deed, Trustee or its successor shall receive for its service flect when the release deed is issued. Trustee or its successor shall other act or service performed under any provisions of this Trust Dact" of the State of Illinois shall be applicable to this Trust Deed.	ll be entitled to reasonable			
land trust which holds written consent of the Trust Deed; (b) a trans of any leasehold interes its option, declare all	t of the premises or any interest therein, including, but not limited to stitle to the premises or any part thereof, is sold or transferred by Me Holder of the Note, excluding (a) the creation of a lien or encum sfer by devise, descent or by operation of law upon the death of a joint est of three years or less not containing an option to purchase, the sums secured by and due under the Note and this Trust Deed to Articles of Agreement for Deed or an Installment Contract shall also this paragraph.	Mortgagor without the prior observance subordinate to this oint tenant; or (c) the grant Holder of the Note may, at the best best best best best best best bes			
Bank of Chicago) date	s and provisions of the certain loan commitment, (as stated in the ed	RTY GOOL			
fully set forth and reci-	as are not herein set forth and as ecured by this Trust Deed, are hereby incorporated herein and made ted herein to the extent they are not inconsistent with any provisions	de a part hereof as though s of this Trust Deed.			
Note, there shall be du the then last ascertaine the Note and used by s est shall accrue or becomes	rent due hereunder: In addition to each monthly payment of principle and payable hereunder, and paid, monthly deposits of funds equivalent for general taxes on the premises, and such funds so paid sha said in order to pay general taxes from time to time levied and due upome due upon any funds so deposited.	nal to one-twelfth (1/12) of all be held by the Holder of pon the premises. No inter-			
20. Mortgagor acknowledges that the proceeds of the Note shall be used for the purposes specified in Section 6404 (4) (1) (c) of Chapter 17 of the Phinois Revised Statutes; and that the principal obligation secured hereby constitutes a business loan within the purview and operation of said section.					
21. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.					
22. Mortgagor shall not, without the prior writter consent of the Holder of the Note, (i) make any other pledge or collateral assignment of any Leases and Agreement; or of any rents or other rights thereunder, or (ii) accept any installment of rent more than thirty (30) days before the lue date of any such installment. In Witness Whereof, Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary the day and year first above written.					
	CHICAGO TITLE LAND TRUST CO.	, as Trustee as aforesaid			
	SEE ATTACHED EXCULPATORY	, , , , , , , , , , , , , , , , ,			
CORPORATE SEAL	SEE ATTACHED BACOLINE	Assistant Vice President			
VAL. X	CLAUSE	Assistant Secretary			
STATE OF ILLINOIS,	I,				
COUNTY OF	SS. I,	said DO HEREBY CER-			
	Assistant Vice President and	Accistant Secretary			
	Assistant Vice President and, personal same persons whose names are subscribed to the foregoing instrur	ment as such Assistant 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 own free and volun-				
	tary act and as the free and voluntary act of said Company, for the				
	set forth; and the said Assistant Secretary then and there acknow				
	Secretary as custodian of the corporate seal of said Company, did said Company to said instrument as said Assistant Secretary's own				
	as the free and voluntary act of said Company, for the uses and pur	•			
	GIVEN under my hand and Notarial Seal this da				
	19				

Notarial Seal

_ NOTARY PUBLIC

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Dor		
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:		☐ PLACE IN RECORDER'S OFFICE BOX NUMBER
		7054 So. Jeffery Blvd. Chicago, IL 60649 Attn: Retate Department
DESCRIBED PROPERTY AND PIN HERE		THE SOUTH SHORE BANK OF CHICAGO
FOR RECORDER'S INDEX PURPOSES	22 ТНЕ	THIS INSTRUMENT WAS PREPARED BY AND, UNLES
Assistant Secretary Assistant Vice President	(a	CHICAGO TITLE AND TRUST COMPANY, TRUSTËE, CHICAGO TITLE AND TRUST COMPANY, TRUSTËE,
.991zuTT	(B	AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
3 No.	Identification	FOR THE PROTECTION OF BOTH THE BORROWER

EXECUTION WITH EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE UNDER TRUST #1100269 ATTACHED TO AND MADE A PART OF THAT TRUST DEED dated January 27, 1999 with SOUTH SHORE BANK

It is expressly understood an agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not s personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Ascistant Secretary, the day and year first above written.

Date: 01-28-99 LAND TRUS

CHICAGO TITLE LAND TRUST COMPANY, as Trustee aforesaid and not personally

Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CEFTIFY, that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of January, 1999.

Notary Public

"OFFICIAL SEAL" KEVIN M. DONLAN Notary Public, State of Illinois My Commission Expires 5/22/02