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THIS ASSIGNMENT is made this 29 day of November, 1989, by
Lew S. Koblentz and Anne Hertz Koblentz, his wife
(hereinafter together with its permitted
successors and assigns, the "Borrower"), having its principal office at 1921 North Laund, Chicago, IL 60614
and Mid Town Bank and Trust Company of Chicago
(hereinafter together with its permitted successors and assigns, the "Trustee"), a n Illinois Bank, not personally but as Trustee under
the provisions of that certain Trust Agreement (the "Trust Agreement") dated October 28 1985, and known as such Trustees
Trust No. 1333, having its principal office at 2021 North Clark Street, Chicago, Illinois

(Borrower and Trustee, together with their permitted successors and assigns are hereinafter individually and collectively, jointly
and severally called "Assignor") to and in favor of Citicorp Savings of Illinois, A Federal Savings and Loan Association, having
its principal office at One South Dearborn Street, Chicago, Illinois 60603 (hereinafter, together with its successors and assigns,
the "Assignee").
FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER unto
the Assignee all leases of any and every kind whatsoever, written or oral, and all agreements of any and every kind whatsoever
for the use, tenancy, or occupancy of any portion of the premises ("the Premises") consisting of the land (the "Land") described
on Exhibit A attached hereto and all buildings, structures and improvements of any kind whatsoever now or at any time hereafter
situated on the Land at the same time or from time to time be modified, amended or restated.

TOGETHER with any and all extensions and renewals thereof and any and all further leases, lettings, or agreements
(including subleases thereof and tenancies following allotment) upon or covering use or occupancy of all or any part of the Prem-
ises, whether now existing or entered into hereafter (all such leases, agreements, subleases and tenancies heretofore described are
hereinafter each individually called a "Lease" and collectively called the "Leases").

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues,
issues and profits now due or which may become due or to which Assignor may now be or may hereafter (including during any
period of redemption) become entitled or may demand or claim, arising from or out of the leases or from or out of the
Premises or any part thereof, including without limitation minimum rents, additional rents, percentage rents, parking, maintenance,
tax and insurance contributions, deficiency rents and liquidated damages following default, security, damage and other deposits of
any kind, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any of the Leases,
and all proceeds payable under any policy of insurance covering loss of rents resulting from unavailability caused by destruction
or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any lessee
under any of the Leases or any subtenants or occupants of the Premises (all such moneys, rights and claims in this paragraph
described being hereinafter called the "Rents").

SUBJECT, however, to a license hereby granted by Assignor to Assignee, but limited and revocable as hereinafter provided
to collect and receive all of the Rents.
TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.

FOR THE PURPOSE OF SECURING the full and timely payment and performance of all of the following therein collectively
called the "Liabilities"; all indebtedness, liabilities and obligations of any kind whatsoever of Assignor to Assignee, however
created, arising or evidenced, whether direct or indirect, joint or several or joint and several, absolute or contingent, "recourse"
or "non-recourse", now or hereafter existing, or due or to become due, under or with respect to any or all of the following: that
certain promissory note (herein, as it may from time to time be amended, modified or restated, and together with any notes taken
in substitution, renewal or extension thereof, called the "Note") dated the date hereof in the principal sum of Two Million Four
hundred Fifty Thousand \$2,450,000 made by Assignor payable to the order of Assignee; the payment, observance,
performance and discharge of all obligations, covenants, undertakings, conditions, and warranties contained in that certain Mortgage
made and granted by Assignor to Assignee, bearing even date herewith, recorded (or to be recorded) by the Recorder of Deeds,
and in any amendments, modifications, restatements, extensions, supplements and consolidations thereof
(that may be made at any time or from time to time ("the Mortgage"), which Mortgage securing the Premises and secures the
Note; this Assignment, any and all other documents or instruments therein, together with the Mortgage and this Assignment, col-
lectively called the "Security Documents") now or at any time hereafter securing the Note; any and all amendments, modifications,
extensions or renewals of or substitutions for any of the foregoing or collateral given in connection with any thereof, at any time
heretofore or hereafter; any and all costs and expenses paid or incurred by Assignee in connection with the Premises, including
without limitation, amounts advanced by Assignee to perform obligations of Assignor hereunder or under any of the other Security
Documents; any and all costs, expenses and charges of any kind whatsoever (including, without limitation, court costs and attor-
ney's fees and expenses) paid or incurred by or on behalf of Assignee in the taking, perfection, maintenance, preservation, collec-
tion or enforcement of this Assignment or the interest intended to be granted by this Assignment or the priority thereof.
TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, AGREES AND REPRESENTS,
(AND BORROWER ALSO WARRANTS) AS FOLLOWS:

1. That Assignor is the owner in fee simple absolute of the Premises and has good title to the Leases and Rents hereby
assigned and good right to assign the same, and that no other person, firm, corporation or entity has any right, title, or interest
therein; that Assignor has duly and punctually performed, and will hereafter duly and punctually perform, all and singular the
terms, covenants, conditions, and warranties of the existing Leases on Assignor's part to be kept, observed, and performed; that
Assignor has not previously sold, assigned, transferred, mortgaged, pledged, or granted security interest in, the Rents (whether

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6. The occurrence of any Default hereunder shall also constitute and be deemed to be a default under the Note, the Mortgage and the other Security Documents hereby entitling Assignee to exercise any and all rights and remedies available to it upon such a default (including, without limitation, declaring all sums secured thereby and hereby immediately due and payable).

(d) The occurrence of any default under the Note, the Mortgage, or any of the other Security Documents.

(e) Default in or nonperformance of any of the Assignor's agreements herein set forth or

(f) Any representation or warranty made by the Assignor herein is untrue, or any schedule, statement, report or writing furnished by or on behalf of the Assignor to the Assignee is untrue in any material respect.

(g) Nonpayment of any of the Liabilities when due, whether by acceleration or otherwise;

5. The occurrence of any of the following events or conditions shall be a Default hereunder:

collection of the Rents and Leases. Assignor, any instrument, chattel paper or other item of the Rents held by the Assignee hereunder, in connection with the sale of or other proceeds (including insurance proceeds) of any of the Rents and Leases and to endorse and deliver, in the name of Assignor, Assignee is authorized to endorse, in the name of Assignor, any item, however received by it, representing any payment Except as provided herein or in the Note, Assignor shall have no right to withdraw any funds deposited in the Assignee Deposit Account as provided herein, and Assignor may, from time to time, in its discretion, release all or any part of such balance to Assignor Assignor made not more than once in any one-week period, apply all or any part of the then balance in the Assignee Deposit Account representing collected funds, toward payment of the Liabilities, whether or not then due, in such order of application as Assignor may determine. Assignee may, from time to time, in its discretion, and shall upon request of Assignor, as security for payment of the Liabilities, Assignee may cause to be deposited to the credit of a deposit account (herein called the "Assignee Deposit Account") in the name of Assignor with shall be deposited to the credit of Assignor on account of partial or full payment or otherwise proceeds of any of the Leases or Rents are delivered by Assignor to Assignee upon express trust for Assignee until delivery is made to Assignee. All items or amounts which may be received by Assignor will not be commingled with any other of its funds or property, but will be held separate and apart by Assignor in any time in full or partial payment or otherwise as proceeds of any of the Rents and Leases. Any such items which payment of money (properly endorsed, where required, so that such items may be collected by Assignee) which may be received and deliver to Assignee, in the form received, all cash, checks, drafts, or other instruments or writings for the first to occur of any Default hereunder or a request made by Assignee to Assignor, Assignor will forthwith, upon receipt, transmit original period) any indebtedness thereunder or evidenced thereby. Except as Assignee may otherwise consent in writing, upon the release or exchange all or any part thereof, or compromise or extension or renew for any period (whether or not longer than the or to become due under or with) respect to the Leases and enforce collection of any of the Rents by suit or otherwise and surrender the Liabilities, notify any parties obligated on any of the Rents and Leases to make payment to the Assignee of any amounts due as Assignor may deem advisable. Assignee, however, may at any time (and Assignor agrees that it will, at any time upon Assignee's the taking of such action with respect to such collection as Assignee may reasonably request, or in the absence of such request, its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Rents and Leases, including 4. Until such time as Assignee shall not) Assignor of the revocation of such power and authority. Assignor will, in

Assignor further agrees and agrees as follows: Assignor will not receive or collect any Rents from any present or future lessee of any space on the Premises for a period of more than one month in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage, or otherwise encumber or assign any of the Leases or Rents; Assignor will not waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee under any of the Leases, or from any obligations, covenants, conditions, or agreements by said lessee to be kept, observed, and performed, including the obligation to pay the Rents hereunder, in the manner and at the place and time specified herein; Assignor will not cancel, terminate or consent to any surrender of any of the Leases, nor modify or in any way alter any of the terms thereof.

2. Assignor covenants and agrees as follows: To observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions, and warranties of the Note, the Mortgage and all of the other Security Documents, formed, and to give prompt notice to Assignor of any failure by Assignor to observe, perform and discharge any thereof; to notify and direct in writing each and every present or future lessee or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor, and all Assignor's rights under or with respect to the Leases and the Rents, are subject to the rights of Assignee pursuant to this Assignment; to enforce or secure (in the name of the Assignee, if the Assignee should so request) the performance of each and every obligation, term, covenant, condition, and agreement in the Leases by any lessee to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and any lessee thereunder (and upon request by Assignee, will do so in the name and on behalf of Assignee but at the expense of Assignor), and to pay all costs and expenses of Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which Assignee may appear to pay such fees, taxes and charges, execute and file (at Assignor's expense) such financing statements, obtain such acknowledgments or consents, notify such persons, and do all such other acts and things, as may be necessary or appropriate (or as may be requested by Assignee at any time or from time to time) to enforce and defend the lessor's rights under the Leases and to establish, perfect and maintain in all times in favor of Assignee a valid and perfected first and priority lien on and security interest in and to all of the Rents and Leases, subject to no right, interest or claim of any other person or entity; and to keep all of its books and records relating to the Rents and Leases on the Premises or at the address of Assignor appearing herein.

3. Assignor further agrees and agrees as follows: Assignor will not receive or collect any Rents from any present or future lessee of any space on the Premises for a period of more than one month in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage, or otherwise encumber or assign any of the Leases or Rents; Assignor will not waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee under any of the Leases, or from any obligations, covenants, conditions, or agreements by said lessee to be kept, observed, and performed, including the obligation to pay the Rents hereunder, in the manner and at the place and time specified herein; Assignor will not cancel, terminate or consent to any surrender of any of the Leases, nor modify or in any way alter any of the terms thereof.

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7. Upon or at any time after the occurrence of a Default, Assignee, at its option, shall have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies: (i) enter and take actual possession of the Premises, the Rents and the Leases or any part thereof personally, or by its agents or attorneys, and exclude Assignor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Assignor relating thereto; (iii) as attorney-in-fact or agent of Assignor, or in its own name as Assignee and under the powers hereunder granted, hold, operate, manage and control the Premises, the Rents and the Leases and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents and the Leases (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease for any cause or on any ground which would entitle Assignor to cancel the same; (v) elect to disaffirm any Lease made subsequent hereto or subordinate to the Lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Premises for all risks incidental to Assignee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Premises, as Assignee in its discretion may deem proper. Assignor hereby grants Assignee full power and authority to exercise each and every one of the rights, privileges and powers contained herein without notice to Assignor or any other person. Assignee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinafter authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, renewals, replacements, alterations, additions, betterments and improvements of the Premises, including the cost from time to time of improving or repairing the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable; and (c) to the payment of any Liabilities.

8. Assignor hereby agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss, damage, or expense which it may incur under, or by reason of, this Assignment, or for any action taken by the Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, without limitation, any claim by any lessee of all or any part of the Premises for credit for rent paid to and received by Assignor, but not delivered to Assignee, for any period under a Lease more than one month in advance of the due date thereof; should the Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees) will interest thereon at the Default Rate set forth in the Note shall be payable by Assignor immediately, without demand, and shall be included in the Liabilities.

9. Until the Liabilities shall have been paid in full, Assignor will deliver to Assignee, upon request by Assignee, executed copies of any and all other and future Leases upon all or any part of the Premises and will transfer and assign to Assignee, upon the same terms and conditions as herein contained, such other and future Leases. Assignor hereby covenants and agrees to make, execute, and deliver to Assignee upon demand, and in any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment (including assignment of the rent under any Lease with the United States Government after allowance of the rental claim, ascertainment of the amount due and issuance of the warrant for payment thereof).

10. The failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver by Assignee of any of its rights and remedies under the Note, the Mortgage, any other Security Document, or the laws of the state in which the Premises are situated. The right of the Assignee to collect the Liabilities and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

11. This Assignment is granted to and accepted by Assignee for collateral purposes only. Neither its acceptance of this Assignment, nor any right or remedy granted to Assignee hereunder, nor any action taken by Assignee pursuant hereto, shall be deemed to constitute Assignee (or to be evidence of Assignee's being a partner or joint venturer with Assignor, or any other thing except only a secured lender. Upon payment, performance and satisfaction in full of all of the Liabilities and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of the Liabilities to remain unpaid, unperformed or unsatisfied shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm, or corporation may and is hereby authorized to rely thereon. A demand on any lessee made by Assignee for payment of rent shall be sufficient warrant to said lessee to make future payments of rent to Assignee without necessity for further consent by the said Assignor.

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alvin Mervin Koshinov, personally known to me to be the person who executed the foregoing instrument, appeared before me and acknowledged that (he) (she) executed the same as (his) (her) free and voluntary act for the uses and purposes therein set forth.

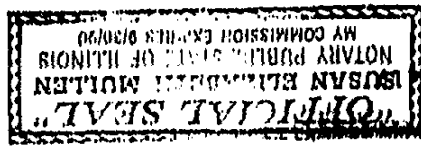
GIVEN under my hand and Notarial Seal this 29th day of November, 1989.

STATE OF ILLINOIS)
COUNTY OF Cook)
SS.)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis S. Koshinov, personally known to me to be the person who executed the foregoing instrument, appeared before me and acknowledged that (he) (she) executed the same as (his) (her) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of November, 1989.

STATE OF ILLINOIS)
COUNTY OF Cook)
SS.)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis S. Koshinov, personally known to me to be the person who executed the foregoing instrument, appeared before me and acknowledged that (he) (she) executed the same as (his) (her) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of November, 1989.

STATE OF ILLINOIS)
COUNTY OF Cook)
SS.)

3845007

My commission expires: _____
Notary Public

GIVEN under my hand and notarial seal, this _____ day of _____, 19____

of said partnership, for the uses and purposes therein set forth.

DO HEREBY CERTIFY that _____ a Notary Public in and for said County, in the State aforesaid,

personally known to me to be the _____ of _____ partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that as such general partners, such persons) signed and delivered the said instrument as general partners) of said partnership as the free and voluntary act of such persons), and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF _____)
SS.)

My commission expires: _____
Notary Public

GIVEN under my hand and notarial seal, this _____ day of _____, 19____

of said partnership, for the uses and purposes therein set forth.

DO HEREBY CERTIFY that _____ a Notary Public in and for said County, in the State aforesaid,

personally known to me to be the _____ of _____ partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that as such general partners, such persons) signed and delivered the said instrument as general partners) of said partnership as the free and voluntary act of such persons), and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF _____)
SS.)

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Permanent Index Number: 14-32-103-009
14-32-103-010

Common Address of Property: 2341-43 North Jansenn, Chicago, Illinois

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EXHIBIT A
Legal Description of the Land

LOTS 12 AND 13 IN BLOCK 2 IN ~~SECTION 2~~ ~~MICH'S~~ SUBDIVISION OF THE EAST 1/2 OF
BLOCK 15 IN SHEPHERD'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF NORTH WEST 1/4
OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

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12. Any notice or other communication hereunder to any party shall be in writing and delivered or mailed to such party at the address of such party as set forth herein, provided that either party may, by notice to the other, designate a changed address for itself within the 48 contiguous continental United States of America for purposes of notices hereunder. Any such notice, if mailed, properly addressed with proper postage prepaid, shall be deemed given on the first to occur of actual receipt or three business days after the date when sent by first class mail.

13. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants, and assigns of same, and all occupants and subsequent owners of the Premises, and all subsequent holders of the Note and Mortgage. In this Assignment, whenever the context so requires, each gender shall include all genders, and the singular and plural number shall each include the other. All obligations of Borrower and the Trustee hereunder shall be joint and several.

14. This Assignment is executed by the Trustee, not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any personal liability on the Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such personal liability of the Trustee, if any, being expressly waived, it being the intention of the parties that as to any liability of the Trustee hereunder, any recovery on this Assignment be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and out of the property encumbered by the other Security Documents by enforcement thereof; but nothing in this Paragraph 14 shall in any way affect or diminish the personal liability of Borrower or of any co-signer, endorser or guarantor of the Note.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor the day and year first above written.

This instrument is executed by Mid Town Bank & Trust Co. of Chicago not personally but solely, as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Mid Town Bank & Trust Co. of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against Mid Town Bank & Trust Co. of Chicago by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ATTEST: *Carmen Rosario*
Assistant Secretary

TRUSTEE:

~~Mid Town Bank & Trust Company of Chicago~~
not personally but as Trustee under a Trust Agreement dated
~~July 26 Oct 28~~ 1985, and known on such
Trustee's records as such Trustee's Trust No. 1333
BY *Dale M. [Signature]*
ITS: Trust Officer

BORROWER:

Anne Neri Kostiner
Anne Neri Kostiner

ADDRESS: Lewis S. Kostiner

XX
XX

XX
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This document was prepared by, and after recordation should be returned to:
Portes, Sharp, Herbat, Kravets & Fox, Ltd.
333 West Wacker Drive
Suite 500
Chicago, Illinois 60606

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Deborah M. Stephanites personally known to me to be the Trust Officer of Mid Town Bank and Trust Company, a _____, as Trustee as aforesaid and Carmen Rosario, personally known to me to be the Assistant Secretary of said Mid Town Bank and each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Trust Officer and Assistant Secretary, they signed and delivered the said instrument as Trust Officer and Assistant Secretary of said Mid Town Bank, and caused the corporate seal of said _____ to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said _____, as Trustee aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 30th day of November, 1988.

[Signature]
Notary Public

My commission expires:
1-28-90

[Signature]
INDEPENDENT

3845007

ILLINOIS NOTARY PUBLIC REGISTRATION RECORDS
10 11 AM '88 - 030 000

3845007

IDENTIFIED
DATE
BY

3845007

[Signature]