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2000-08-03 12:27:03

Cook County Recorder

35.50



TRUST DEED

819576

(ASSIGNMENT OF RENTS COMBINED IN THIS DOCUMENT)

Pullman Bank and Trust Company, Successor Trustee to Heritage P. 1 man Bank and Trust THE ABOVE SPACE FOR RECORDER'S USE ONLY	
THIS INDENTURE, made <u>July 14, 2000</u> , between <u>Heritage Pullman Bank &</u>	
the laws of <u>Illinois</u> , not personally, but as trustee u/t/a dtd <u>9/11/89</u> a corporation organizedu and known as Trust	nder
the laws of, not personally, but as trustee u/t/a dtd and known as Trust	No.
#71-82197 , herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY	, an
Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee", witnesseth:	
THAT, WHEREAS the Mortgagor is justly indebted to the legal holder of the Installment Note hereing	
described, said legal holder from time to it he being herein referred to as the Holder of the Note, in the principal	sum
of 572,000.00	
Five Hundred Seventy Two_Thousand Dollars and 00/100Dol	
evidenced by one certain Installment Note of the Moragagor of even date herewith, made payable to THE ORI OF BEARER	DER
and delivered, herein referred to as the "Note," in and by which the Mortgagor promises to pay the said princ	cipal
sum and interest on the balance of principal remaining from time to time unpaid in accordance with the rate of in	nter-
est and other terms and conditions as set forth in the Note until the Note is fully paid except that the final payr	nent
of principal and interest, if not sooner paid, shall be due on the	<u>) </u>
NOW, THEREFORE, the Mortgagor to secure the payment of the indebtedness evidenced by the Note, inc	
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	
of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents GRANT, REM	
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 <u>City of Chicago</u>	 ,
COUNTY OF Cook AND STATE OF ILLINOIS,	
to wit: PARCEL 1	
PARCEL 1	
LOT 36 IN BLOCK 9 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST HALF (1) OF	
THE SOUTHWEST QUARTER (1) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE	
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	
PIN: 21-30-321-001	
COMMONLY KNOW AS 7701-03 SOUTH KINGSTON, CHICAGO, ILLINOIS	
PARCEL 11	
LOT 18 IN BLOCK 7, IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST HALF $(\frac{1}{2})$	
OF THE SOUTH WEST QUARTER (1) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF	
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	
PIN# 21-30-309-026-000	
COMMONIA MODIAS 7656-58 SOUTH MINCETON CHICAGO ILITMOTE	

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PI.N: #21-30-321-9910 7701 SOUTH KINGSTON AVENUE, CHICAGO

Common Address: _ 000-970-608-08-18 #

92.56 FB

7656-58 SOUTH KINGSTON, CHICAGO, ILLINOIS

which, with the property described in the next following paragraph, is referred to herein as the "premises,"

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, fixtures, and appurtenances thereto belonging, and all

thereof, and all proceeds of any such its mance policies; and (d) all amounts payable in lieu of or as awards in connection with any condemnation, eminent definal or other similar proceeding for any taking of all or any part of the any 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 without 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 a seruing (including without limitation all deposits of money as advance rent, for security or as any part thereof and all rents, 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 Truster from and after the date hereof (including without limitation any period of redemption), primari-AND FURTAIR, as additional security for said payment and performance, Mortgagor does hereby pledge and

ceding paragraph, unto the said Trustee, its successors 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.

or assigns shall be considered as constituting part of the real estate.

trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT.

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 ordir ances 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 such prior lien to Trustee or to the Holder of waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or that ge on the premises superior to the lien herepremises which may become damaged or be destroyed; (b) keep and premises in good condition and repair, without 1. Mortgagor shall (a) promptly repair, restore or rebuild 8.17 cuildings or improvements now or hereafter on the

may desire to contest. 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 wher due, and shall, upon writ-2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assess-

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

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

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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 ne 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 indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holder of the Note or Trustee may, it is option and to the extent permitted by applicable law, (a) institute proceedings for the complete foreclosure of the her hereof, (b) institute proceedings in equity or at law for the specific performance of any covenant, agreement or cordicion 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 then 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 Tustee's or the Holder of the Note's discretion, be necessary or desirable to protect or enforce the payment of the rents, issues and profits from the premises, including without limitation instituting actions for recovery of rent, actions in for cible detainer and actions in distress for rent, (iii) cancel or terminate any tenancy, lease or sublease for any cause c. reason which would entitle Mortgagor or the Lessor to cancel such tenancy, lease or sublease, (iv) elect to disaffirm any wancy, 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 terms 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, upor 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 hereby, 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) insure and reinsure the premises and any risks incident to the possession, operation, management and control of the premise; 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 allowed 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 estimated as 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. persons shall have executed the Note or this Trust Deed. The word "Note" when used in this instrument shall be and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons

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

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles

maker thereof. herein contained of the Note and which purports to be executed on behalf of the corporation herein designated as accept as the genuine Note any note which may be presented and which conforms in substance with the description release is requested of the original Trustee and it has never placed its identification number on the Note, it may which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the thereon by a prior Trustee or which conforms in substance with the description herein contained of the Vote and Trustee may accept as the genuine Note any note which bears an identification number purjorting to be placed Trustee may accept as true without inquiry. Where a release is requested of a successor It istee, such successor exhibit to Trustee the Note representing that all indebtedness hereby secured has been pald, which representation er a release hereof to and at the request of any person who shall, either before or after a telease hereof, produce and ry evidence that all indebtedness secured by this Trust Deed has been fully paid; at i Trustee may execute and deliv-13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfacto-

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

thereto shall be permitted for that purpose. 11. Trustee or the Holder of the Note shall have the rigit 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 defi siency. become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale;

hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or the receiver to apply the net income in his rands in payment in whole or in part of: (a) the indebtedness secured agement and operation of the premises during the whole of said period. The Court from time to time may authorize and all other powers which may be necessary or are usual in such cases for the protection, possession, control, man-Mortgagor, except for the interversion of such receiver, would be entitled to collect such rents, issues and profits, the full statutory period of redemption, whether there be redemption or not, as well as during any further times when profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the 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 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed

closure sale, and (e), with respect to any remaining funds, to Mortgagor. forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any forepremises or the operation thereof, (d) the payment of any obligations secured hereby, the payment of any amount set es incurred for any repairs, decorations, renewals, replacements, alterations, additions and improvements to the or which may become due or which may be or become a lien prior to the lien hereof, (c) the payment of any expens-(b) the payment of taxes, special assessments, water and sewer charges and other charges on the premises now due and including lease commissions and other expenses of procuring tenants and entering into leases for the premises, may be appointed and the fees of any managing agent (if management of the premises is delegated to such agent) trol of the premises, including reasonable compensation to Trustee or the Holder of the Note or any receiver that court) may determine: (a) the payment of any expenses incurred in the possession, operation, management and confollowing, in such order of priority as Trustee or the Holder of the Note (or, in the case of a receivership, as the otherwise, shall, if and to the extent permitted by applicable law, be distributed and applied to or on account of the Trustee, after taking possession of the premises or pursuant to any assignment thereof under the provisions hereof or their rights may appear. Any rents, issues and profits from the premises received by the Holder of the Note or principal and interest remaining unpaid on the Note; fourth, any overplus to Morigagor, its successors or assigns, as secured indebtedness additional to that evidenced by the Note, with interest therein provided; third, all

*Pullman Bank and Trust Company, Successor Trustee to Heritage Pullman Bank and Trust Company

16. Before releasing this Trust Deed, Trustee or its successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or its successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.
17. If all or any part of the premises or any interest therein, including, but not limited to, a beneficial interest in a land trust which holds title to the premises or any part thereof, is sold or transferred by Mortgagor without the prior written consent of the Holder of the Note, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed; (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, the Holder of the Note may, at its option, declare all sums secured by and due under the Note and this Trust Deed to be immediately due and payable. Execution of Articles of Agreement for Deed or an Installment Contract shall also be considered a sale or transfer for purposes of this paragraph.
18. All of the terms and provisions of the certain loan commitment, (as stated in the offer of The South Shore Bank of Chicago) dated <u>July 14,2000</u> addressed to and accepted by <u>David Dorsey</u> Florina Dorsey as are not herein set forth and as are relevant and germane hereto and the loan secured by this Trust Deed, are hereby incorporated herein and made a part hereof as though fully set forth and regard herein to the extent they are not inconsistent with any provisions of this Trust Deed.
19. Additional Payment due hereunder: In addition to each monthly payment of principal and interest under the Note, there shall be due at d payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the then last ascertained of the Note and used by said Holder to pay general taxes from time to time levied and due upon the premises. No interest shall accrue or become due upon any funds so deposited.
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 Illinois Revised Statutes; and that the principal obligation secured hereby constitutes a business loan within the purvey 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 written consent of the Holder of the Note, (i) make any other pledge or collateral assignment of any Leases and Agreements or of any rents or other rights thereunder, or (ii) accept any installment of rent more than thirty (30) days before the due 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.
*Pullman Bank and Trust Company, as Trustee as aforesaid as Trustee, and act personally under trust no. /1-821 dated 9/11/89. BY
CORPORATE SEAL For signatures, notary and exculpatory ATTFST: provisions, of the Trustee, see rider attached bereto which is expressly incorporated herein and made a part hereof.
STATE OF ILLINOIS, COUNTY OF
Assistant Vice President and
of, 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 volun-
tary 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 said Assistant
Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of
said Company 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 day of,
20

Notarial Seal

8£557 0059099**1** NOTARY PUBLIC

\$ 1. W W

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This Trust Deed is executed by PULLMAN BANK and TRUST COMPANY, 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 PULLMAN BANK and TRUST COMPANY 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 PULLMAN BANK and TRUST COMPANY, 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 PULLMAN BANK and TRUST COMPANY, 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 relLLMAN BANK and TRUST COMPANY not personally, but as Trustee as aforesaid, has caused these presents to be signed by its <u>Trust Officer</u> and its corporate seal to be hereunto affixed and attested by its <u>Trust Officer</u> this <u>14th</u> day of <u>July</u>, 2000.

PULLMAN BANK and TRUST COMPANY AS TRUSTEE AS AFORESAID and not personally

ATTEST

Trust Officer

BY

Trust Officer

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 the above named Gerald A. Wiel and Todd W. Cordell of PULLMAN BANK and TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 PULLMAN BANK and TRUST COMPANY 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 PULLMAN BANK and TRUST COMPANY for the uses and purposes therein set forth.

GIVEN up der my hand and Notarial Seal this 14th day of July, 2000.

ing Klexande

OFFICIAL SEAL SPRING ALEXANDER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-25-2002