

# UNOFFICIAL COPY

00342190

3310/0167 05 001 Page 1 of 23  
2000-05-12 13:28:21  
Cook County Recorder 65.00



00342190

SPACE ABOVE FOR RECORDER'S PURPOSES

## ASSIGNMENT TO AND APPOINTMENT OF SUCCESSOR TRUSTEE

### RECITALS

A. Jeffery Cagan is the duly appointed and acting Receiver for certain assets of the Estate of Salvatore Presta, Deceased, in the consolidated actions Angela Presta v. LaSalle National Bank, et. al., Case Nos. 98 L 04113, 98 L 04114, 98 L 04115, 98 L 06895 and 98 L 11218 filed in the Circuit Court of Cook County, Illinois ("Presta Litigation").

B. Pursuant to order entered in the Presta Litigation, a copy of which is attached hereto as Exhibit A and hereby made a part hereof (the "Order"), Jeffery Cagan, as Receiver for certain assets of the Estate of Salvatore Presta, Deceased, is the successor trustee under that certain Trust Deed ("Trust Deed") dated November 29, 1996, made by the First National Bank of La Grange as trustee under trust agreement dated November 22, 1996 and known as Trust No. 3573 in favor of Salvatore Presta, as Trustee, recorded December 5, 1996 with the Cook County Recorder of Deeds as Document No. 96919401, securing a certain \$545,000 Installment Note dated November 29, 1996 made by First National Bank of La Grange as Trustee of Trust No. 3573, Domenico Francese and Maria Francese to the order of Salvatore Presta ("Note"), a copy of the Note being attached hereto as Exhibit B and encumbering the real estate and improvements commonly known as 9 East 31<sup>st</sup> Street, La Grange Park, Illinois ("Property"), a copy of the Trust Deed being attached hereto as Exhibit C and a copy of the legal description of the Property being attached hereto as Exhibit D, both of which exhibits are made a part hereof;

C. Pursuant to the Order, the Note, the Trust Deed and all other instruments securing the Note and evidencing the loan made thereby were sold to Inland Mortgage Corporation, an Illinois corporation, as of March 31, 2000.

NOW THEREFORE, FOR VALUE RECEIVED, IT IS HEREBY agreed:

1. The foregoing Recitals are hereby incorporated herein and made a part of this Assignment.
2. The undersigned Jeffery Cagan, as Receiver for certain assets of the Estate of Salvatore Presta, Deceased, ("Assignor") hereby SELLS, TRANSFERS, ASSIGNS and SETS OVER to INLAND MORTGAGE CORPORATION, an Illinois corporation, ("Assignee") all of Assignor's right, title and interest

Doc:32418/3

**BOX 333-CTI**

7868177 D2 RF

23  
A

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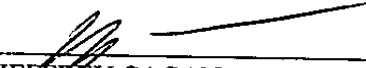
in and to the Trust Deed and to any other agreement, document, policy or other collateral given as security for the repayment of the Note, including but not limited to, any guaranty of the Note, any Security Agreement-Chatel Mortgage relating to the personalty at the Property and any title insurance policy relating to the Trust Deed.

3. Assignor hereby represents that it is the absolute owner and holder of the Note and Trust Deed and further acknowledges that concurrently herewith it has endorsed the Note, without recourse to Assignee.

4. Assignor hereby resigns as Successor Trustee under the Trust Deed and appoints in Assignor's place and stead, Assignee as Successor Trustee under the Trust Deed.

This Assignment is effective as of March 31, 2000.

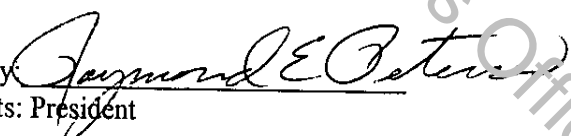
ASSIGNOR:

  
JEFFREY CAGAN, NOT INDIVIDUALLY BUT AS  
RECEIVER FOR CERTAIN ASSETS OF THE ESTATE  
OF SALVATORE PRESTA, DECEASED

## ACCEPTANCE OF ASSIGNMENT

Inland Mortgage Investment Corporation has accepted and does hereby confirm its acceptance of the within and foregoing assignment.

INLAND MORTGAGE CORPORATION, an Illinois corporation

By:   
Its: President

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:  
Elliot B. Kamenear  
Senior Counsel  
The Inland Real Estate Group, Inc.  
2901 Butterfield Road  
Oak Brook, IL 60523

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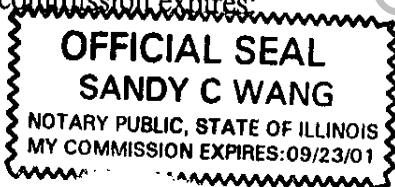
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

The undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jeffery Cagan, Receiver of certain assets of the Estate of Salvatore Presta, Deceased, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Receiver, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said estate, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3rd day of <sup>May</sup> April, 2000.

*Sandy C Wang*  
\_\_\_\_\_  
Notary Public

My commission expires:



STATE OF ILLINOIS )  
 )  
COUNTY OF DU PAGE )

The undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Raymond E. Petersen, President of Inland Mortgage Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of April, 2000.

*Mary H Feko*  
\_\_\_\_\_  
Notary Public

My commission expires: 07/14/03



Inland Mortgage Corporation  
2901 Butterfield Road  
Oak Brook, IL 60523

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the Estate of Salvatore Presta, Deceased, the undersigned hereby certifies the following on behalf of the Estate of Salvatore Presta, Deceased:

1. The Estate of Salvatore Presta, Deceased is not a foreign corporation, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Estate of Salvatore Presta, Deceased's U.S. employer identification number is \_\_\_\_\_ and \_\_\_\_\_;
3. The office of the Receiver for certain assets of the Estate of Salvatore Presta, Deceased's is:

Jeffrey Cagan  
Cagan Management Group, Inc.  
3856 West Oakton  
Skokie, Illinois 60076

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as Receiver for certain assets of the Estate of Salvatore Presta, Deceased.

Dated as of March 31, 2000

\_\_\_\_\_  
JEFFREY CAGAN, not individually, but  
as Receiver for certain assets of the Estate of  
Salvatore Presta, Deceased

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00342190

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

ANGELA PRESTA,	)	
	)	
Plaintiff,	)	98 L 04113
	)	98 L 04114
v.	)	98 L 04115
	)	98 L 06895
LASALLE NATIONAL BANK, et al.,	)	98 L 11218
	)	Related Cases Pending Before
Defendants.	)	The Honorable Richard A. Siebel

AGREED ORDER

This cause coming to be heard on the Agreed Emergency Motion of Defendant Westbank for approval of the sale of two notes, which are assets of the Receivership estate in the control of this Court's duly appointed Receiver, Jeffrey Cagan, and for permission to pay the agreed upon consideration for the proposed sale of the two notes, \$430,000, directly to Plaintiff Angela Presta pursuant to the terms of a Final Settlement Agreement and Release among the parties.

The Court being advised of the circumstances, having reviewed the Agreed Emergency Motion to Approve Sale of Loans by Receiver ("The Motion") and the Court being further advised that:

A. Inland Mortgage Corporation has submitted a proposal to the Receiver to purchase the two notes described in greater detail in the Motion as the D's Note and the Francese Note, pursuant to a written proposal, as modified by further oral negotiations among parties, for a total consideration of \$430,000.

B. The Inland Mortgage Corporation proposal for the purchase of the D's Note and the Francese Note is the best and highest purchase price which has been offered to the Receiver by a third party for the D's Note or the Francese Note.

C. The Receiver currently holds the D's Note and the Francese Note by reason of an assignment to him of such notes executed by Elizabeth Presta,

individually, and as Executor of the Estate of Salvatore Presta, approved by Order of Judge Siracusa, dated March 23, 1999, as well as by reason of his role as duly appointed Receiver in these cases and the terms of a Partial Settlement and Release Agreement among the parties as amended.

D. Under the terms of the Final Settlement Agreement and Release among the parties Angela Presta is entitled to a final payment on March 31, 2000 from the proceeds of the liquidation of assets currently being administered by the Receiver. To the extent such payment cannot be made from the proceeds of the liquidation of assets being administered by the Receiver, including the D's Note and the Francese Note, three other defendants in these actions, Metropolitan Life Insurance Company, Westbank and LaSalle National Bank have a responsibility to make a cash payment to Angela on March 31, 2000. For this reason, Angela Presta and the three defendants with financial responsibility for making a final payment, if all the assets currently being administered by the Receiver are not liquidated by March 31, 2000, wish the payment for the purchase of the D's Note and the Francese Note be made directly to Angela Presta.

E. Angela Presta and the three remaining defendants with any financial responsibility for further payments to Angela Presta, who also are the only defendants with any residual right to the proceeds of the liquidation of assets currently being administered by the Receiver, all consent to the entry of this Order. Attached to this Order are the signatures of Counsel for those parties consenting to this Order.

F. The Receiver also consents to entry of this Order. Attached to this Order is the signature of the Receiver's Counsel consenting to this Order.

WHEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion of Westbank is granted.

2. The purchase of the D's Note and the Francese Note by Inland Mortgage Corporation for the total sum of \$430,000, on the terms described in the Motion is hereby approved.

3. The Receiver is authorized and directed to assign all of its right, title and interest in the D's Note and the Francese Note and any security for repayment of such notes to Inland Mortgage Corporation by endorsement or other appropriate instrument as may be reasonably requested by Inland Mortgage Corporation. The Receiver is also directed to notify the borrowers under the terms of the D's Note and the Francese Note to remit all further payments due under the terms of the D's Note or the Francese Note on or after March 31, 2000 to Inland Mortgage Corporation. The Receiver is further authorized and directed to supply any information reasonably requested by Inland Mortgage Corporation and execute any additional documents including communications to the borrowers, a bill of sale, assignments, pleadings quieting title in the D's Note or the Francese Note in Inland Mortgage Corporation or other instruments that have been reasonably requested and required by Inland Mortgage Corporation for purposes of effectuating the transfer of the D's Note and the Francese Note from the Receiver to Inland Mortgage Corporation and to return to Inland Mortgage Corporation any payments received relating to the D's Note for the months of April 2000 or thereafter.

4. Inland Mortgage Corporation is directed to pay the purchase price for the D's Note and the Francese Note in the amount of \$430,000 to Angela Presta on or before 5:00 p.m. March 31, 2000 in conformity with the payment instructions found in Paragraph 4 (e) of the Final Settlement Agreement and Release among the parties.

\_\_\_\_\_  
Honorable Richard A. Siebel

AGREED:

*W. J. McKenna*

William J. McKenna (#90393)  
Hopkins & Sutter  
Three First National Plaza  
Suite 4100  
Chicago, IL 60603  
Attorneys for Defendant  
Westbank/Westchester

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Attorney for Angela Presta

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Geraldson  
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(312) 346-3100

Attorney for Jeffrey Cagan, Receiver

JUDGE RICHARD A. SIEBEL

MAR 30 2003

Circuit Court - 1778



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Westbank/Westchester

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Attorney for Angela Presta

*[Signature]*  
~~Peter C. Woodford~~ *Kyle G. French*  
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PROFESSIONAL OFFICE OF COOK COUNTY CLERK'S OFFICE

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Attorney for Jeffrey Cagan, Receiver


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Westbank/Westchester



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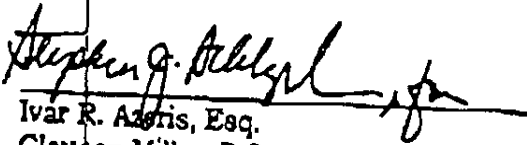
Attorney for Jeffrey Cagan, Receiver

AGREED:

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Westbank Westchester

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(312) 346-3100

Attorney for Jeffrey Cagan, Receiver

INSTALLMENT NOTE

\$545,000.00 La Grange, Il. Illinois November 29 19 96

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Salvatore Presta the principal sum of Five Hundred Forty-Five Thousand and no/100 DOLLARS \* (a) and interest from December 2, 1996 on the balance of principal remaining from time to time unpaid at the rate of 9.5 per cent per annum, such principal sum and interest to be payable in installments as follows: Five Thousand Six Hundred Ninety-One & 04 Dollars on the 1st day of January, 1997; and Five Thousand Six Hundred Ninety-One & 04/ 00 Dollars on the 1st day of each month thereafter for 179 consecutive months with a final payment of principal and interest of Five Thousand Six Hundred Ninety-One & 04/ 00 Dollars on the 1st day of December, 2017

This note may be prepaid at any time without penalty.

Payments are due on the first of each month and if not paid by the 10th of the month shall be subject to a late fee of 5% of the amount due.

AG01436

This document is made by the First National Bank of La Grange as Trustee and accepted upon the express understanding that the First National Bank of La Grange enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the First National Bank of La Grange, or an account of the making or executing this document or anything therein contained, in such liability, if any being expressly waived, nor shall the First National Bank of La Grange be held personally liable in any consequence of any of the covenants of this document, either expressed, or implied. KHR

The payment of this note is secured by (trust deed) bearing even date herewith, to Salvatore Presta as trustee Mortgagee

on real estate in the County of Cook Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become immediately due and payable at the place of payment aforesaid in case of any default in the payment of principal or interest when due in accordance with the terms hereof or when default shall occur and continue for three days in the performance of any other agreement contained in said mortgage, or in case the right so to elect shall accrue to the holder or holders hereof under any of the provisions contained in said mortgage.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

First National Bank of La Grange as trustee # TR 3573 + NOT PERSONAL / by: [Signature] x [Signature] Domenico Francese Maria Francese

\* Fill out either (a) or (b) and strike out the other of (a) or (b).

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\*\*\* AMORTIZATION SCHEDULE for Salvatore Presta-Bldg Mortgage Page 1 \*\*\*

\$ 545,000.00 for 15 years at 9.500% interest. Monthly payment \$ 5,691.02

PYMT NO.	PAYMENT DUE DATE	PAYMENT AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	BALANCE DUE
1	1/ 1/1997	5,691.02	4,314.58	1,376.44	
2	2/ 1/1997	5,691.02	4,303.69	1,387.33	543,623.56
3	3/ 1/1997	5,691.02	4,292.70	1,398.32	542,236.23
4	4/ 1/1997	5,691.02	4,281.63	1,409.39	540,837.91
5	5/ 1/1997	5,691.02	4,270.48	1,420.54	539,428.52
6	6/ 1/1997	5,691.02	4,259.23	1,431.79	538,007.98
7	7/ 1/1997	5,691.02	4,247.89	1,443.13	536,576.19
8	8/ 1/1997	5,691.02	4,236.47	1,454.55	535,133.06
9	9/ 1/1997	5,691.02	4,224.95	1,466.07	533,678.51
10	10/ 1/1997	5,691.02	4,213.35	1,477.67	532,212.44
11	11/ 1/1997	5,691.02	4,201.65	1,489.37	530,734.77
12	12/ 1/1997	5,691.02	4,189.86	1,501.16	529,245.40
1997 Totals		68,292.24	51,036.48	17,255.76	527,744.24
13	1/ 1/1998	5,691.02	4,177.98	1,513.04	526,231.20
14	2/ 1/1998	5,691.02	4,166.00	1,525.02	524,706.18
15	3/ 1/1998	5,691.02	4,153.92	1,537.10	523,169.08
16	4/ 1/1998	5,691.02	4,141.76	1,549.26	521,619.82
17	5/ 1/1998	5,691.02	4,129.49	1,561.53	520,058.29
18	6/ 1/1998	5,691.02	4,117.13	1,573.89	518,484.40
19	7/ 1/1998	5,691.02	4,104.67	1,586.35	516,898.05
20	8/ 1/1998	5,691.02	4,092.11	1,598.91	515,299.14
21	9/ 1/1998	5,691.02	4,079.45	1,611.57	513,687.57
22	10/ 1/1998	5,691.02	4,066.69	1,624.33	512,063.24
23	11/ 1/1998	5,691.02	4,053.87	1,637.19	510,426.05
24	12/ 1/1998	5,691.02	4,040.87	1,650.15	508,775.90
1998 Totals		68,292.24	49,323.90	18,968.34	
25	1/ 1/1999	5,691.02	4,027.81	1,663.21	507,112.69
26	2/ 1/1999	5,691.02	4,014.64	1,676.38	505,436.31
27	3/ 1/1999	5,691.02	4,001.37	1,689.65	503,746.66
28	4/ 1/1999	5,691.02	3,987.99	1,703.03	502,043.63
29	5/ 1/1999	5,691.02	3,974.51	1,716.51	500,327.12
30	6/ 1/1999	5,691.02	3,960.92	1,730.10	498,597.02
31	7/ 1/1999	5,691.02	3,947.23	1,743.79	496,853.23
32	8/ 1/1999	5,691.02	3,933.42	1,757.60	495,095.63
33	9/ 1/1999	5,691.02	3,919.51	1,771.51	493,324.12
34	10/ 1/1999	5,691.02	3,905.48	1,785.54	491,538.58
35	11/ 1/1999	5,691.02	3,891.35	1,799.67	489,738.91
36	12/ 1/1999	5,691.02	3,877.10	1,813.92	487,924.99
1999 Totals		68,292.24	47,441.33	20,850.91	
37	1/ 1/2000	5,691.02	3,862.74	1,828.28	486,096.71
38	2/ 1/2000	5,691.02	3,848.27	1,842.75	484,253.96
39	3/ 1/2000	5,691.02	3,833.68	1,857.34	482,396.62
40	4/ 1/2000	5,691.02	3,818.97	1,872.05	480,524.57
41	5/ 1/2000	5,691.02	3,804.15	1,886.87	478,637.70

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\*\*\* AMORTIZATION SCHEDULE for Salvatore Presta-Bldg Mortgage Page 2 \*\*\*  
 \$ 545,000.00 for 15 years at 9.500% interest. Monthly payment \$ 5,691.02

PYMT NO.	PAYMENT DUE DATE	PAYMENT AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	BALANCE DUE
42	6/ 1/2000	5,691.02	3,789.22	1,901.80	
43	7/ 1/2000	5,691.02	3,774.16	1,916.86	476,735.90
44	8/ 1/2000	5,691.02	3,758.98	1,932.04	474,819.04
45	9/ 1/2000	5,691.02	3,743.69	1,947.33	472,887.00
46	10/ 1/2000	5,691.02	3,728.27	1,962.75	470,939.67
47	11/ 1/2000	5,691.02	3,712.73	1,978.29	468,976.92
48	12/ 1/2000	5,691.02	3,697.07	1,993.95	466,998.63
2000 Totals		68,292.24	45,371.93	22,920.31	465,004.68
49	1/ 1/2001	5,691.02	3,681.29	2,009.73	462,994.95
50	2/ 1/2001	5,691.02	3,665.38	2,025.64	460,969.31
51	3/ 1/2001	5,691.02	3,649.34	2,041.68	458,927.63
52	4/ 1/2001	5,691.02	3,633.18	2,057.84	456,869.79
53	5/ 1/2001	5,691.02	3,616.89	2,074.13	454,795.66
54	6/ 1/2001	5,691.02	3,600.47	2,090.55	452,705.11
55	7/ 1/2001	5,691.02	3,583.92	2,107.10	450,598.01
56	8/ 1/2001	5,691.02	3,567.23	2,123.79	448,474.22
57	9/ 1/2001	5,691.02	3,550.42	2,140.60	446,333.62
58	10/ 1/2001	5,691.02	3,533.47	2,157.55	444,176.07
59	11/ 1/2001	5,691.02	3,516.39	2,174.63	442,001.44
60	12/ 1/2001	5,691.02	3,499.18	2,191.84	439,809.60
2001 Totals		68,292.24	43,097.16	25,195.08	
61	1/ 1/2002	5,691.02	3,481.83	2,209.19	437,600.41
62	2/ 1/2002	5,691.02	3,464.34	2,226.68	435,373.73
63	3/ 1/2002	5,691.02	3,446.71	2,244.31	433,129.42
64	4/ 1/2002	5,691.02	3,428.94	2,262.08	430,867.34
65	5/ 1/2002	5,691.02	3,411.03	2,279.99	428,587.35
66	6/ 1/2002	5,691.02	3,392.98	2,298.04	426,289.31
67	7/ 1/2002	5,691.02	3,374.79	2,316.23	423,973.08
68	8/ 1/2002	5,691.02	3,356.45	2,334.57	421,638.51
69	9/ 1/2002	5,691.02	3,337.97	2,353.05	419,285.46
70	10/ 1/2002	5,691.02	3,319.34	2,371.68	416,913.78
71	11/ 1/2002	5,691.02	3,300.57	2,390.45	414,523.33
72	12/ 1/2002	5,691.02	3,281.64	2,409.38	412,113.95
2002 Totals		68,292.24	40,596.59	27,695.65	
73	1/ 1/2003	5,691.02	3,262.57	2,428.45	409,685.50
74	2/ 1/2003	5,691.02	3,243.34	2,447.68	407,237.82
75	3/ 1/2003	5,691.02	3,223.97	2,467.05	404,770.77
76	4/ 1/2003	5,691.02	3,204.44	2,486.58	402,284.19
77	5/ 1/2003	5,691.02	3,184.75	2,506.27	399,777.92
78	6/ 1/2003	5,691.02	3,164.91	2,526.11	397,251.81
79	7/ 1/2003	5,691.02	3,144.91	2,546.11	394,705.70
80	8/ 1/2003	5,691.02	3,124.75	2,566.27	392,139.43
81	9/ 1/2003	5,691.02	3,104.44	2,586.58	389,552.85
82	10/ 1/2003	5,691.02	3,083.96	2,607.06	386,945.79

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\*\*\* AMORTIZATION SCHEDULE for Salvatore Presta-Bldg Mortgage Page 3 \*\*\*  
 \$ 545,000.00 for 15 years at 9.500% interest. Monthly payment \$ 5,691.02

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PYMT NO.	PAYMENT DUE DATE	PAYMENT AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	BALANCE DUE
83	11/ 1/2003	5,691.02	3,063.32	2,627.70	384,318.09
84	12/ 1/2003	5,691.02	3,042.52	2,648.50	381,669.59
2003 Totals		68,292.24	37,847.88	30,444.36	
85	1/ 1/2004	5,691.02	3,021.55	2,669.47	379,000.12
86	2/ 1/2004	5,691.02	3,000.42	2,690.60	376,309.52
87	3/ 1/2004	5,691.02	2,979.12	2,711.90	373,597.62
88	4/ 1/2004	5,691.02	2,957.65	2,733.37	370,864.25
89	5/ 1/2004	5,691.02	2,936.01	2,755.01	368,109.24
90	6/ 1/2004	5,691.02	2,914.20	2,776.82	365,332.42
91	7/ 1/2004	5,691.02	2,892.21	2,798.81	362,533.61
92	8/ 1/2004	5,691.02	2,870.06	2,820.96	359,712.65
93	9/ 1/2004	5,691.02	2,847.73	2,843.29	356,869.36
94	10/ 1/2004	5,691.02	2,825.22	2,865.80	354,003.56
95	11/ 1/2004	5,691.02	2,802.53	2,888.49	351,115.07
96	12/ 1/2004	5,691.02	2,779.66	2,911.36	348,203.71
2004 Totals		68,292.24	34,826.36	33,465.88	
97	1/ 1/2005	5,691.02	2,756.61	2,934.41	345,269.30
98	2/ 1/2005	5,691.02	2,733.38	2,957.64	342,311.66
99	3/ 1/2005	5,691.02	2,709.97	2,981.05	339,330.61
100	4/ 1/2005	5,691.02	2,686.27	3,004.65	336,325.96
101	5/ 1/2005	5,691.02	2,662.58	3,028.44	333,297.52
102	6/ 1/2005	5,691.02	2,638.61	3,052.41	330,245.11
103	7/ 1/2005	5,691.02	2,614.44	3,076.58	327,168.53
104	8/ 1/2005	5,691.02	2,590.08	3,100.94	324,067.59
105	9/ 1/2005	5,691.02	2,565.54	3,125.48	320,942.11
106	10/ 1/2005	5,691.02	2,540.79	3,150.23	317,791.88
107	11/ 1/2005	5,691.02	2,515.85	3,175.17	314,616.71
108	12/ 1/2005	5,691.02	2,490.72	3,200.30	311,416.41
2005 Totals		68,292.24	31,504.94	36,787.30	
109	1/ 1/2006	5,691.02	2,465.38	3,225.64	308,190.77
110	2/ 1/2006	5,691.02	2,439.84	3,251.18	304,939.59
111	3/ 1/2006	5,691.02	2,414.11	3,276.91	301,662.68
112	4/ 1/2006	5,691.02	2,388.16	3,302.86	298,359.82
113	5/ 1/2006	5,691.02	2,362.02	3,329.00	295,030.82
114	6/ 1/2006	5,691.02	2,335.66	3,355.36	291,675.46
115	7/ 1/2006	5,691.02	2,309.10	3,381.92	288,293.54
116	8/ 1/2006	5,691.02	2,282.32	3,408.70	284,884.84
117	9/ 1/2006	5,691.02	2,255.34	3,435.68	281,449.16
118	10/ 1/2006	5,691.02	2,228.14	3,462.88	277,986.28
119	11/ 1/2006	5,691.02	2,200.72	3,490.30	274,495.98
120	12/ 1/2006	5,691.02	2,173.09	3,517.93	270,978.05
2006 Totals		68,292.24	27,853.88	40,438.36	



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\*\*\* AMORTIZATION SCHEDULE for Salvatore Presta-Bldg Mortgage Page 4 \*\*\*

\$ 545,000.00 for 15 years at 9.500% interest. Monthly payment \$ 5,691.02

PYMT NO.	PAYMENT DUE DATE	PAYMENT AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	BALANCE DUE
121	1/ 1/2007	5,691.02	2,145.24	3,545.78	
122	2/ 1/2007	5,691.02	2,117.17	3,573.85	267,432.27
123	3/ 1/2007	5,691.02	2,088.88	3,602.14	263,858.42
124	4/ 1/2007	5,691.02	2,060.36	3,630.66	260,256.28
125	5/ 1/2007	5,691.02	2,031.62	3,659.40	256,625.62
126	6/ 1/2007	5,691.02	2,002.65	3,688.37	252,966.22
127	7/ 1/2007	5,691.02	1,973.45	3,717.57	249,277.85
128	8/ 1/2007	5,691.02	1,944.02	3,747.00	245,560.28
129	9/ 1/2007	5,691.02	1,914.36	3,776.66	241,813.28
130	10/ 1/2007	5,691.02	1,884.46	3,806.56	238,036.62
131	11/ 1/2007	5,691.02	1,854.32	3,836.70	234,230.06
132	12/ 1/2007	5,691.02	1,823.95	3,867.07	230,393.36
<b>2007 Totals</b>					<b>226,526.29</b>
		<b>68,292.24</b>	<b>23,840.48</b>	<b>44,451.76</b>	
133	1/ 1/2008	5,691.02	1,793.33	3,897.69	222,628.60
134	2/ 1/2008	5,691.02	1,762.48	3,928.54	218,700.06
135	3/ 1/2008	5,691.02	1,731.38	3,959.64	214,740.42
136	4/ 1/2008	5,691.02	1,700.03	3,990.99	210,749.43
137	5/ 1/2008	5,691.02	1,668.43	4,022.59	206,726.84
138	6/ 1/2008	5,691.02	1,636.59	4,054.43	202,672.41
139	7/ 1/2008	5,691.02	1,604.49	4,086.53	198,585.88
140	8/ 1/2008	5,691.02	1,572.24	4,118.88	194,467.00
141	9/ 1/2008	5,691.02	1,539.53	4,151.49	190,315.51
142	10/ 1/2008	5,691.02	1,506.66	4,184.36	186,131.15
143	11/ 1/2008	5,691.02	1,473.54	4,217.48	181,913.67
144	12/ 1/2008	5,691.02	1,440.15	4,250.87	177,662.80
<b>2008 Totals</b>					<b>177,662.80</b>
		<b>68,292.24</b>	<b>19,428.75</b>	<b>48,553.49</b>	
145	1/ 1/2009	5,691.02	1,406.50	4,284.52	173,378.28
146	2/ 1/2009	5,691.02	1,372.58	4,318.44	169,059.84
147	3/ 1/2009	5,691.02	1,338.39	4,352.63	164,707.21
148	4/ 1/2009	5,691.02	1,303.93	4,387.09	160,320.12
149	5/ 1/2009	5,691.02	1,269.20	4,421.82	155,898.30
150	6/ 1/2009	5,691.02	1,234.19	4,456.83	151,441.47
151	7/ 1/2009	5,691.02	1,198.91	4,492.11	146,949.36
152	8/ 1/2009	5,691.02	1,163.35	4,527.67	142,421.69
153	9/ 1/2009	5,691.02	1,127.51	4,563.51	137,858.18
154	10/ 1/2009	5,691.02	1,091.38	4,599.64	133,258.54
155	11/ 1/2009	5,691.02	1,054.96	4,636.06	128,622.48
156	12/ 1/2009	5,691.02	1,018.26	4,672.76	123,949.72
<b>2009 Totals</b>					<b>123,949.72</b>
		<b>68,292.24</b>	<b>14,579.16</b>	<b>53,713.08</b>	
157	1/ 1/2010	5,691.02	981.27	4,709.75	119,239.97
158	2/ 1/2010	5,691.02	943.98	4,747.04	114,492.93
159	3/ 1/2010	5,691.02	906.40	4,784.62	109,708.31
160	4/ 1/2010	5,691.02	868.52	4,822.50	104,885.81
161	5/ 1/2010	5,691.02	830.35	4,860.67	100,025.14

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\*\*\* AMORTIZATION SCHEDULE for Salvatore Presta-Bldg Mortgage Page 5 \*\*\*

\$ 545,000.00 for 15 years at 9.500% interest. Monthly payment \$ 5,691.02

PYMT NO.	PAYMENT DUE DATE	PAYMENT AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	BALANCE DUE
162	6/ 1/2010	5,691.02	791.87	4,899.15	95,125.99
163	7/ 1/2010	5,691.02	753.08	4,937.94	90,188.05
164	8/ 1/2010	5,691.02	713.99	4,977.03	85,211.02
165	9/ 1/2010	5,691.02	674.59	5,016.43	80,194.59
166	10/ 1/2010	5,691.02	634.87	5,056.15	75,138.44
167	11/ 1/2010	5,691.02	594.85	5,096.17	70,042.27
168	12/ 1/2010	5,691.02	554.50	5,136.52	64,905.75
2010 Totals		68,292.24	9,248.27	59,043.97	
169	1/ 1/2011	5,691.02	513.84	5,177.18	59,728.57
170	2/ 1/2011	5,691.02	472.85	5,218.17	54,510.40
171	3/ 1/2011	5,691.02	431.54	5,259.48	49,250.92
172	4/ 1/2011	5,691.02	389.90	5,301.12	43,949.80
173	5/ 1/2011	5,691.02	347.94	5,343.08	38,606.72
174	6/ 1/2011	5,691.02	305.64	5,385.38	33,221.34
175	7/ 1/2011	5,691.02	263.00	5,428.02	27,793.32
176	8/ 1/2011	5,691.02	220.03	5,470.99	22,322.33
177	9/ 1/2011	5,691.02	176.72	5,514.30	16,808.03
178	10/ 1/2011	5,691.02	133.06	5,557.96	11,250.07
179	11/ 1/2011	5,691.02	89.06	5,601.96	5,648.11
180	12/ 1/2011	5,692.82	44.71	5,648.11	0.00
2011 Totals		68,294.04	3,388.29	64,905.75	

9 E.LaGrange Rd., LaGrange Park, IL 60525

Property of Cook County Clerk's Office

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TRUST DEED

CIFC Trust Deed-1  
Individual Mortgagor Term  
Secures ONE Principal Note  
USE WITH CIFC NOTE-1  
Form 39 R.1/95

COOK COUNTY  
RECORDER  
JESSE WHITE  
MAYWOOD OFFICE

0008 MCM  
RECORDIN #  
MAILINGS #  
96919401 #  
0008 MCM

96919401  
96919401

12/05/96  
12/05/96

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made November 29, 1996, between First National Bank of La Grange as trustee under trust agreement dated November 22, 1996 and known herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: \* as trust 3573  
THAT, WHEREAS the Mortgagors are jointly and severally bound to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Five Hundred Forty-Five Thousand no/100 DOLLARS,

secured by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SPARK Salvatore Presta

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before the maturity date with interest thereon from December 2, 1996 until maturity at the rate of 9.5% per cent per annum, payable semi-annually on the 1 day of each month starting on January 1, 1997 in each year.

If all of said principal and interest are not paid at maturity then there shall be liquidated damages of:

- 1. \$ PER MONTH AFTER MATURITY, or
- 2. 5% PERCENT OF THE AMOUNT DUE PER MONTH AFTER MATURITY, or
- 3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Westchester, Illinois, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of Salvatore Presta, 512 W. Burlington, LaGrange, IL 60525, in said City of LaGrange, Illinois.  
NOW, THEREFORE, the Mortgagors, to secure the payment of the said principal sum of \$45,000 and said interest in accordance with the provisions of this trust deed and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY of Cook AND STATE OF ILLINOIS, to-wit:

Lots 8, 9, 14, 15, 16, 17, 18, and 19 (except that portion of lots 14, 15, 16, 17, 18 and 19 as condemned for highway in the Circuit Court of Cook County, Illinois Case No. 76 L 5994) in Block 5 in Mare's and White's Second Addition to La Grange Park, a subdivision of the South 1/2 of the Southwest 1/4, (lying Easterly of 5th Avenue), of Section 28, Township 39 North, Range 12, East of the Third principal Meridian, in Cook County, Illinois.

P.I.N. 15-28-310-017, 15-28-310-018, 15-28-310-021 through 026

Address of property: 9 East 31st Street, LaGrange Park, Il.

Prepared by and mail to: Roger J. Brejcha  
512 W. Burlington  
Suite 206  
La Grange, Il. 60525



0008 MCM 96919401

27/98

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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters.

All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

WITNESS the hand and seal of Mortgagors the day and year first above written.

First National Bank of LaGrange as trustee under trust 3573 *NOT PERSONALLY*  
\* SEC. EXCULPATED BY *1/10/02* [SEAL] [SEAL]

By: *Christopher Joyce* [SEAL] Attested: *[Signature]* [SEAL]  
*C. Joyce, Secy* *K. Rulo*

STATE OF ILLINOIS

SS

County of Cook

I, *THE UNDERSIGNED* a Notary Public in and for the residing in said County, in the state of Illinois, DO HEREBY CERTIFY THAT *C. JOYCE AND K. RULO*

who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *they* signed, sealed and delivered the said Instrument as *THEIR* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this *29th* day of *Nov.* 19*96*.

*Cheryl L. Rulo*  
Notary Public

OFFICIAL SEAL  
CHERYL L. RULO  
Notary Public, State of Illinois  
My Commission Expires 4/15/00

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without 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 charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient; and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment.

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All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre-maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes hereby secured 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 injury into the accuracy of such bill, statement or estimate into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. 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 incurred by or on behalf of Trustee or holders of the notes, or any of them, 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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 secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the lien value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the 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 redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be 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 trust 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; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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 signatories on the note or the 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 hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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 deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

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indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

This Trust Deed and all provisions hereof, shall extend to the binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or 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.

IMPORTANT!  
FOR THE PROTECTION OF BOTH  
BORROWER AND LENDER  
THE PRINCIPAL NOTE SECURED  
BY THIS TRUST DEED SHOULD BE  
IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE,  
BEFORE THE TRUST DEED IS FILED  
FOR RECORD.

Identification No. \_\_\_\_\_

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

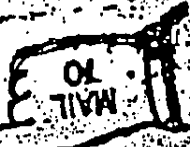
BY \_\_\_\_\_  
Assistant Vice President, Assistant Secretary

96919401

CTTC Trust Deed 1. Individual Mortgagor Term. Secures One Principal Note. Use with CTTC Note 1, Form 39 R.1/95

[ ] Recorders Box 333

Mail To: Roger J. Brejcha  
512 W. Burlington  
Suite 206  
La Grange, Il. 60525



FOR RECORDER'S INDEX  
PURPOSES INSERT STREET  
ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

This document is made by the First National Bank of La Grange as Trustee and accepted upon the express understanding that the First National Bank of La Grange enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the First National Bank of La Grange because of or on account of the making or executing this document or of anything therein contained, all such liability, if any, being expressly waived, nor shall the First National Bank of La Grange be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

9 East 31st Street  
La Grange, Il. 60525

96919401

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## EXHIBIT D

Lots 8, 9, 14, 15, 16, 17, 18 and 19 (except that portion of lots 14, 15, 16, 17, 18 and 19 as condemned for highway in the Circuit Court of Cook County, Illinois Case No. 76 L 5994) in Block 5 in Mare's and White's Second Addition to La Grange Park, a subdivision of the South ½ of the Southwest ¼ (lying Easterly of 5<sup>th</sup> Avenue), of Section 28, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PTN 15-28-310-017/018/021/022/023/024/  
025/026

Address 9 East 30th Street,  
La Grange

Property of Cook County Clerk's Office