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This document was prepared by:

SUE SBALCHIERO
15W060 North Frontage Road
Burr Ridge, IL 60527



Doc#: 0423708112
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 08/24/2004 01:22 PM Pg: 1 of 11

When recorded, please return to:

BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

State of Illinois

Space Above This Line For Recording Data

MORTGAGE (With Future Advance Clause)

RECORDED

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is Jul 16, 2004 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: **HARRIS TRUST AND SAVINGS BANK F/K/A HARRIS BANK BARRINGTON AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/21/2000 AND KNOWN AS TRUST NO. 11-5740 13 WITT RD, SOUTH BARRINGTON, IL 60010**

LENDER:

BankFinancial, F.S.B.
15W060 North Frontage Road Burr Ridge, IL 60527

Organized and Existing Under the Laws of The United States of America

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:
LOT 1 IN HOFFMAN'S SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

01-26-301-014

The property is located in Cook at 13 WITT RD
(County)
SOUTH BARRINGTON, Illinois 60010
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)
Home Equity Loan Program Agreement dated 07/16/2004 and Maturing 07/16/14

ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

(page 1 of 6)

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IMP -C465 (IL) (9909).04

VMP MORTGAGE FORMS - (800)521-7291

Loan No: 1600029184

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

8. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
9. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
10. **ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
11. **JOINT AND INDIVIDUAL LIABILITY, CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
12. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
13. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
14. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

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15. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 420,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

16. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

17. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

18. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

(Check all applicable boxes)

Assignment of Leases and Rents Other EXCULPATORY RIDER

19. **ADDITIONAL TERMS.**

Your Home Equity Line of Credit Account will be charged Two Hundred Fifty and no/100 Dollars (\$250.00) if you close or terminate your Credit Line Account within twenty-four (24) months of the Loan Date shown on the Note.

SEE EXCULPATORY RIDER ATTACHED
HEREIN AND MADE A PART HEREOF

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in its attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments HARRIS TRUST AND SAVINGS BANK F/K/A

HARRIS BANK BARRINGTON AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/21/2000 AND KNOWN AS TRUST NO. 11-5740, AND NOT PERSONALLY

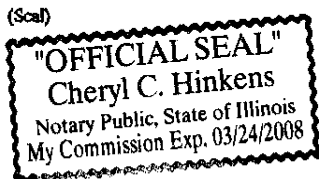
By: Mary M. Bray
(Signature) Mary M. Bray, Trust Officer

7/19/04
(Date)

ATTEST Ronald Jansen
(Signature) Ronald Jansen
Senior Vice President (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF ILLINOIS, COUNTY OF COOK } ss.
This instrument was acknowledged before me this 19TH day of JULY, 2004
by THE UNDERSIGNED
My commission expires:



Cheryl C. Hinkens
(Notary Public)

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EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated **12/21/00**, and known as Trust no. **11-5740**, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming, or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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This Trust Agreement, Dated this 21st day of December, ~~2000~~ and known as Trust Number 11-5740, is to certify that Harris Bank Barrington, a National Association organized and existing under the National Banking Laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to be named as a Grantee in a deed of conveyance to the following described real estate in Cook County, Illinois, to wit: (Attach Legal Description on Separate Rider.)

otherwise known as 13 Witt Road, South Barrington, Illinois 60010 and that when it has taken the title thereto, or to any other real estate deeded to it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth to wit:

KENT COLLIER and KAREN COLLIER, husband and wife, as tenants by the entirety with the right of survivorship and not as tenants in common or joint tenants.

The power of direction referred to on the reverse side hereof shall be in:

KENT COLLIER and KAREN COLLIER

Harris Bank Barrington, N.A. shall receive for its service in accepting this Trust and in taking title hereunder the sum of \$ 160.00

also the sum of \$ 85.00 per year or a sum in confirmation with its fee schedule for holding title after the 1st day of January, ~~2001~~ subject to adjustment in accordance with its schedule of fees from time to time in effect, so long as the trustee shall act under this Trust Agreement; also its regular schedule of fees for making deeds, mortgages, other instruments as may be required hereunder, from time to time, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay and it is hereby understood and agreed that all such fees and compensation shall constitute a first lien on the real estate and property held hereunder.

May the name of any beneficiary be disclosed to the public? No

Inquiries, bills, legal notices and process shall be mailed to: Kent & Karen Collier, 13 Witt Rd., South Barrington, IL 60010

THIS AGREEMENT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF AND WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

In Testimony hereof, Harris Bank Barrington, a National Association, has caused these presents to be signed by its Assistant Vice President/LTO and attested by its Vice President/TO Trust Officer, and caused its corporate seal to be hereto attached as and for the act and deed of said association, the day and date above written.



HARRIS BANK BARRINGTON, N.A. AS TRUSTEE
BY: Elizabeth Cordova AVP & Land Trust Officer
ATTEST: John A. Muchoney Vice President & Trust Officer

And on said day, the beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.
Kent Collier (Seal) Social Security # 315-289728 Address 13 Witt Road Telephone 847/277-0139
Karen Collier (Seal) Social Security # 320-389689 Address 13 Witt Road Telephone 847/277-0139
____ (Seal) Social Security # _____ Address _____ Telephone _____
____ (Seal) Social Security # _____ Address _____ Telephone _____

This is to certify that the above and foregoing is a true and correct copy of the original now held in our trust file.
Harris Trust and Savings Bank
Dated 7/19/04 Page 1 of 3
I, Mary M. Burt certify that I am not making any warranties, representations or certifications as to the contents of the Trust(s) the status of title or any real property held thereunder or any assignment of beneficial interest in the same.

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IT IS UNDERSTOOD AND AGREED between the trust beneficiaries and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and transferred as such; in the case of death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator and not to his or her heirs at law; and that no beneficiary now has and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the Trustee until the original or a duplicate copy of the assignment, in such form as the Trustee may approve, is lodged with the Trustee and its acceptance indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the Trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement.

In case said Trustee shall be required in its discretion to make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgement or decree, or otherwise or in case the Trustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorney's fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do hereby jointly and severally agree that they will, on demand, pay to said Trustee, with interest thereon at the highest rate annum permitted by law, all such disbursements or advances or payments made by said Trustee together with its expenses, including attorney's fees, and that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder.

In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the Trust or the Trust property, the sole duty of the Trustee, in connection therewith shall be to forward the process or notice to the person designated herein as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the beneficiaries. The last address appearing in the records of the Trustee shall be used for such mailing.

The Trustee may at any time resign by sending a notice of its intention to do so by registered or certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled hereunder to direct the Trustee in the disposition of the Trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in Trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the Trustee, then the Trustee may convey the Trust property to the beneficiaries in accordance with their respective interest hereunder and record its Trustee's deed or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and for its reasonable compensation.

This Trust Agreement shall not be placed on record in the Recorder's Office of the county in which the real estate is situated, or elsewhere and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or power of said Trustee.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer. Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trust, duties and obligations of its, his or their predecessor.

While Harris Bank Barrington, N.A. is the sole owner of record of the real estate referred to herein, and so far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, or a beneficiary hereunder that the said Harris Bank Barrington, N.A. will (subject to the rights of the Trustee as aforesaid) convey title to said real estate, execute and deliver deeds for or otherwise deal with the title to said real estate only when authorized to do so in writing and that it will (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of the party or parties designated as having the power of direction, make deeds for or deeds conveying directly to a trust grantee, or mortgages or Trust Deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or otherwise deal with the title to the trust property including cash or assets subject to the Trust. The Trustee hereby reserves the right to add to any such instrument, a provision, as they deem necessary or desirable to exclude liability on the Trustee's part. The beneficiaries by written instrument delivered to the Trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. The instrument shall be signed by all the then beneficiaries. The Trustee shall not be required to enter into any personal obligation or liability in dealing with said real estate or to be made liable for any damages, costs, expenses, fines or penalties, or honor any direction, or any assignment of beneficial interest (including "without limitation" assignment of beneficial interest for collateral purposes), or to deal with the title so long as any money is due to it hereunder. The beneficiaries, their agents, their successors and assigns hereunder agree to indemnify, defend and save the Trustee harmless from any and all claims, losses, costs or damages, and actions which said Trustee may sustain or be alleged to sustain by reason of any compliance with any said written instrument or direction. Otherwise, the Trustee shall not be required to inquire into the propriety of any direction. The Trustee shall not be required to execute any instrument containing covenants of warranty.

If the party with the power of direction is not a trust beneficiary, that party as between the trustee and the beneficiaries, shall be the duly authorized agent of the beneficiaries at any time the party with the power of direction lodges a direction with the trustee; and the beneficiaries agree to be bound by any agreements made between the trustee and the party with the power of direction, especially as same relates to the legal relationship between the beneficiaries and the Trustee.

The Beneficiaries, their agents, their successors and assigns hereunder agree to indemnify, defend and save the Trustee harmless from and against any and all claims, losses, damages and actions arising by allegation that the property in this Trust in any way violates Federal or State environmental, hazardous waste or substances laws, as from time to time enacted and amended. When directed to execute any instrument or document, Harris Bank Barrington, N.A. reserves the right to exculpate themselves from any said liability under the Federal or State, Environmental or Hazardous Waste laws. Should the beneficiaries fail, neglect or refuse to undertake the defense of any claim or action, the beneficiaries agree to pay the Trustee all reasonable costs and attorneys fees and expenses incurred by said Trustee in defending Harris Bank Barrington, N.A. against any claims or actions and in any event, the beneficiaries agree to forthwith satisfy any judgement recovered against the Trustee for claims subject to indemnification hereunder.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the full management of said property and control of the selling, renting and handling thereof, and any beneficiary or his or her agent shall collect and handle the rents, earnings, avails and proceeds thereof, and the said Trustee shall have no duty in respect to the management or control of said property or in respect to the payment of taxes or assessments, or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary, agent, successor or assign hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally.

At any time and from time to time additional property may be conveyed to the Trustee, and such property and the proceeds thereof shall be held, dealt with and disposed of under the terms of this agreement in the same manner as the property above described, or any deed or deeds by which other property may be conveyed to the Trustee hereunder shall constitute and be construed as part of this agreement.

If any property remains in this Trust twenty years from this date or any extension thereof, it shall be sold at public sale by the Trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this agreement.

Signatures and addresses of the persons having a power of direction if other than a beneficiary.

_____(Seal) Address _____

Social Security # _____

_____(Seal) Address _____

Social Security # _____

UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 1 IN HOFFMAN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 01-26-301-014

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FINANCIAL TITLE SERVICES

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

COMMITMENT NO. 74115-8149

DATE: 7/14/04

LOAN NO. 1600029184

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

- That except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures; c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; d) nor have any notices been received except the following, if any: _____
- That all management fees, if any, are fully paid, except the following: _____
- That there are no unrecorded security agreements, Leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that are to become attached to the land or any improvements thereof as fixtures, except the following, if any: _____
- That there are no unrecorded contracts or options to purchase the land, except the following, if any: _____
- That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: _____
- That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
- That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing Financial Title Services to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner
HARRIS TRUST AND SAVINGS BANK, ALTA
11-5740 AND NOT PERSONALLY (Seal)
 By: Mary M. Bray (Seal)
 Mary M. Bray, Trust Officer

Purchaser
 THIS STATEMENT IS BASED SOLELY UPON INFORMATION AND BELIEF UPON INFORMATION FURNISHED BY THE BENEFICIARY OR BENEFICIARIES OF THE AFORESAID TRUST. (Seal)
 THE UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED. (Seal)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the other of the mortgagor on _____ You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____

Signature _____