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Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

Doc#: 0835322068 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 12/18/2008 11:22 AM Pg: 1 of 14

The property identified as:

PIN: 13-11-324-030-0000

Address:

Street:

3810-3812 WEST LAWRENCE AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60625

Lender:

FOSTER BANK

BOTTOWER: CHICAGO TITLE LAND TRUST COMPANY, A CORPOPATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS SUCCESSOR TRUSTLE TO NORTHWEST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1982 AND KNOWN AS TRUST NUMBER 6652 NOW KNOWN AS TRUST NUMBER 26-6652-00

Loan / Mortgage Amount: \$285,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: ACA3F082-96FD-4BDF-A407-4082A13ABD65

Execution date:

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Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

The property identified as:

PIN: 13-11-324-031-0000

Address:

Street:

3810-3812 WEST LAWRENCE AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60625

Lender:

FOSTER BANK

Borrower: CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS SUCCESSOR TRUSTLEF TO NORTHWEST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT DATED

APRIL 2, 1982 AND KNOWN AS TRUST NUMBER 6652 NOW KNOWN AS TRUST NUMBER 26-6652-00

Loan / Mortgage Amount: \$285,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: AA0ED7B6-0D93-49DC-AE8C-4F9509ECFB80

Execution date: 11/14/2008

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This instrument was prepared by: Foster Bank 5225 North Kedzie Ave. Chicago, IL 60625

•		When recorded return to (name, address):			
3493					
<u>6</u>		Foster Bank/ JASON RHEE			
フ.		5225 North Kedzie Ave.			
0,		Chicago, IL 60625			
M		LOAN #1003621-1			
ア					
100		State of Illinois		e This Line For Recording Data	
			TATE MORTGA	AGE	
-			Future Advance Clause)		4
Ţ	1.	. DATE AND PARTIES. The date of this Mortgage	(Security Instrument) is	12-03-2008	and
ત		the parties, their addresses and tax identification no	umbers, if required, are as	s follows:	TITMATE
10		CHICAGO TITLE LAND	TRUST COMPANY,	A CORPORATION OF	TPPINOTS:
		MORTGAGOR: AS SUCCESSOR TRUSTI	EE TO LASALLE N	NATIONAL BANK, AS	SUCCESSOR
¥		MODITURE SO MODITURE	er national ban	IK OF CHICAGO, AS	TRUSTEE
እ		מסרונים משרואיז ACDREMI	ENT DATED APRII	, 2, 1982 AND KNOW	N AS TRUST
-χ		NUMBER 6652 NOW KNO	OWN AS TRUST NU	JMBER 26-6652-00 a	ind not personally
a,					
1		☐ If checked, refer to the attached Addendi m	ncorporated herein, for	additional Mortgagors, their s	ignatures and
ِ ر		acknowledgments.			-
رم		ackitowiedgments.			
*		LENDED. France Dank			
•		LENDER: Foster Bank Organized and existing under the I	owe of the state of Illin	nois	
			MA2 Of the state of this	1013	
		5225 North Kedzie Ave.	'/)x		
%		Chicago, IL 60625			
4	_	. CONVEYANCE. For good and valuable considerate	tion the receipt and suf	ficiency of which is acknowle	edged, and to
	۷.	secure the Secured Debt (defined below) and M	lortgagor's performance	under this Security Instrume	nt, Mortgagor
		grants, bargains, sells, conveys, mortgages and wa	errants to Lender the follo	owing described property:	
		"SEE ATTACHED EXHIBIT A"			
		SEL ATTACHED EXHIBIT A		T '	
\cap				9,	
ं		T(at 381)-12 WEST L	AWRENCE
イ		The property is located in <u>COOK</u>	(County)		
ر		AN (PAN) IF	, CHICAGO	, Nimuis <u>606</u>	525
ヒ		AVENUE (Address)	, CHICAGO (City)	,	(Zip Code)
[0]			المراجع والمراجع والم	inhte oil and are rights cro	ns timber all
ABAST		Together with all rights, easements, appurtenandiversion payments or third party payments may	ces, royanties, mineral ri	ignis, on and gas rights, crop II water and rinarian rights. \	wells, ditches,
7		reservoirs, and water stock and all existing and fu	de la crop producers, al Iture improvements, stru	ctures, fixtures, and replacem	ents that may
¥		now, or at any time in the future, be part of the re	al estate described above	e (all referred to as "Property")	
1	•	Heavy of at any time in the faters, so part of the	•••••		
			rio ID Lett L	. Elizada a fallarria	
	3,	3. SECURED DEBT AND FUTURE ADVANCES. The t	erm "Secured Debt" is de	etined as follows:	donas of debt
		A. Debt incurred under the terms of all prom	issory note(s), contract(s), guaranty(les) or other evid	cina the debts
		described below and all their extensions, res	newals, modifications of	mes note amounts interest l	rates. maturity
			S SUCII as DUTTO WETS THAT	mes, note amounts, interest.	,
		detes, etc.) "SEE ATTACHED EXHIBIT B" A COPY OF	THE PROMISSORY N	OTF WHICH SECURED BY	THIS
			THE LITORIDOCKT IV		
		MORTGAGE.			
		ILLINOIS- AGRICULTURALICOMMERCIAL REAL ESTATE SECURITY INSTRUMEN	T (NOT FOR FNMA, FHLMC, FHA OR VA US	SE, AND NOT FOR CONSUMER PURPOSES)	(page 1 of 8)
				久	
		E 0 1993, 2001 Bankers Systems, Inc., St. Cloud, MN Form	AGCO-RESI-II 12/27/2002	·	

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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 existing now or 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.
- All obligations Mortgagor owes to Lender, which now exist or 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.
- All auditional 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.

This Security instructions will not secure any other debt if Lender fails to give any required notice of the right of

- 4. PAYMENTS. Mortgagor a greas that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Securcu Debt and this Security Instrument.
- 5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lient document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when dul and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the fien document without Lender's prior written consent.
- 6. 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 impure he lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims of defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declar; the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by fede at aw (12 C.F.R. 591), as applicable. This govenant shall run with the Property and shall remain in effect until the Secured Pabt is paid in full and this Security Instrument is released.
- 8. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other han a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation of similar entity

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 9. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
 - The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all

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necessary governmental approval, and will not violate any provision of law, or order of court or governmental

- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 10. 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 will keep the Property free of noxious weeds and grasses. 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.

No portion of the P operty will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obspie'e, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

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 snall 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.

- 11. AUTHORITY TO PERFORM. If Mortgagor ails 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns grants, bargains, conveys, mortgages and warrants to

Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking char ies, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following denault, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, insurance premiums. and all rights and claims which Mortgagor may have that in any way pertran to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leares are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future is asses and any other information with respect to these Leases will be provided immediately after they are executed. Mertgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon c'ercult, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and and the parties subject to the Leases have not violated any applicable law on leases, licenses and landords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign,

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compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 13. 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.
- 14. DEFAULT. Mortgagor will be in default if any of the following occur:
 - A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A heach of any term or covenant in this Security Instrument or any other document executed for the purpose coverating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is faise or incurred in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
 - D. The death, displution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired:
 - A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to proceed an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
- 15. REMEDIES ON DEFAULT. In some instances, federe' 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. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon detail, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lier on any part of the Property not sold on foreclosure.

At the option of 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. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. 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 filled 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 coes not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant and Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate 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. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means all 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" or "hazardous substance" under any Environmental Law.

A Ex	ill he loosted transported manufactured treated	writing to Lender, no Hazardous Substance has been, is, or refined, or handled by any person on, under or about the and in strict compliance with all applicable Environmenta
	NA.	

EXECUTION 9 1993, 200; Bankers Systems, Inc., St. Cloud, MN. Form AGCO-RESI-IL 12/27/2002

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- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. 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 and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- F. Mortgagor will per nit or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review al' records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substanc and has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the anvironmental engineer who will perform such audit is subject to Lender's approval.
- H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' (ees. which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without projection to any of Lender's rights under this Security Instrument. Instrument without prejudice to any of Lender's rights under this Security Instrument.
- J. Notwithstanding any of the language contained in this Security I strument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 18. 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, eminen 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 paraplied 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.
- 19. INSURANCE. Mortgagor agrees to maintain insurance as follows:
 - A. Mortgagor shall keep the 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. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. 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.

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Unless otherwise agreed in writing, all insurance proceeds shall be applied to 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 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.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 20. ESCROY. FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL (EPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or in or nation 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.
- 22. 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 acree 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. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change, will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument and sender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the except otherwise required by the laws of the jurisdiction where the Property is located. 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.
- 24. 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 office address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. WAIVERS. Except to the extent prohibited by law, Mortgagor hereby waives and releas is any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homesters are emption, redemption, reinstatement, appraisement, the marshalling of liens and assets and all other exemptions as trothe Property.

ZO. MIMAI	INDIA OBLIGATION LIMIT. THE	(ofa) buildipal at	Hount secured	by this became	manument o	tenty one think	, 31101
not e	xceed \$ 285,000.00	This	limitation of a	mount does not	include inter	est, attorneys	fees,
and o	ther fees and charges validly n	ade pursuant to	this Security In	nstrument. Also,	this limitation	n does not ap	ply to
	nces made under the terms of nants contained in this Security I		trument to prot	tect Lender's se	curity and to	perform any	of the
27. U.C.0	C. PROVISIONS, If checked, the	following are app	olicable to, but o	do not limit, this	Security Insti	rument:	
	Construction Loan. This Semprovement on the Property.	urity Instrumen	t secures an	obligation incur	red for the	construction	of an
m	Fixture Filing Mortgagor gran	ts to Lender a s	ecurity interest	in all goods tha	t Mortgagor	owns now or	in the

Crops; Timber; Minerals; Rents, Issues and Profits. Mortgagor grants to Lender a security interest	in all crop	S
timber and minerals located on the Property as well as all rents, issues, and profits of them includ	ing, but no	0
limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments	and simila	1
governmental programs (all of which shall also be included in the term "Property").		

(page 6 of E)

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Exterior	© 1993.	2001 Bar	kers Systems	. Inc., St.	Cloud, MN	Form A	GCO RESIAL	12/27/2002

future and that are or will become fixtures related to the Property.

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		instruin the maint prope	mal Property. Mected with the aments, chattel per future and the tenance of the Perty" specifically sumer" loan as the practices.	Property, including aper, general into the property (all of with the property (all of with the property).	ang all tarm pangibles, and all ruseful in the thich shall also	other item: construct be included	s of person tion, owned in the ter	al property ship, oper m "Property ship, oper m	Mortgagor o ation, mana y"). The ter	wns now agement, m "person	or or nal
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20	ATUE.	D TER	MS. if checked, t	he following are	applicable to th	is Security	Instrument	:			
20.		Line to	of Cradit. The Se	ecured Debt inclusional inclusions in the contract of the cont	udes a revolving urity Instrument	line of cre will remain	edit provision in effect u	n. Altnougr ntil released	4.		
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		STA	TE OF Illinois		, COUN			COOK		} ss.	
(Indiv	/idual)	This by	instrument was a JOSEPH F. SOCH	acknowledged be	efore me this <u>5</u>	- CHI	day of	LAND TRU	cember 20 ST COMPANY	<u> </u>	'
			commission expir				01	ÎPLN	\rightarrow		
			• Nota	"OFFICIAL SE IRISTINE C. Y ary Public, State	OUNG :		V	(Nr. off)	ublic)		

0835322068 Page: 10 of 14

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	STATE OF	, COUNTY OF		\ ss
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	8		on behalf of the L	Additions of writing
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			(Notary Public)	
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EXHIBIT A

LOTS 23 AND 24 IN BLOCK 2 IN FIELD'S ADDITION TO ALBANY PARK, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF THAT PART BETWEEN THE EAST 60 ACRES AND THE WEST 60 ACRES OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER(S):

13-11-324-030-0000 & 13-11-324-031-0000

COMMONLY KNOWN AS.

3810-3812 WEST LAWRENCE AVENUE, CHICAGO, IL 60625

0835322068 Page: 12 of 14 3810 LAWRENCE LLC, on Illinois limited liability company oan Number <u>1003621</u> 3810-12 WEST LAWRENCE AVENUE Date <u>12-03-2008</u> CHICAGO, IL 60625 Maturity Date 01-01-2014 Loan Amount \$ 285,000.00 Renewal Of BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally. "You" means the lender, its successors and assigns. For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL aum of two hundred sighty five thousend and he/100 Dollars \$ 285,000.00 . No additional advances are contemplated under this note. Single Advance: I will receive all of this principal sum on __ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On_ and future principal advances are contemplated. I will receive the amount of \$ _ Conditions: The conditions for future advances are Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions). 6.750 % INTEREST: I agree to pay interest on the outstanding principal balance from_ 12-03-2008 per year until 01-01-2014 ☐ Variable Rate: This rate may then change as stated below. _ the following index rate: _ ☐ Index Rate: The 'ctur's rate will be _ ☐ No Index: The future retained not be subject to any internal or external index. It will be entirely in your control. Frequency and Timing: The late on this note may change as often as _ A change in the interest rate will take effect. % or less than Limitations: During the term of this loan, the applicable annual interest rate will not be more than % each %.The rate may not change more than _ Effect of Variable Rate: A change in the interest rate will have the following effect on the payments: The amount of the final payment will change. The amount of each scheduled paymen, will change. ACCRUAL METHOD: Interest will be calculated on a Actual/360 POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below: on the same fixed or variable rate basis in effect t afole maturity (as indicated above). IX at a rate equal to 5% OVER THE INTEREST RATE IDENTIFIED IN THIS VOTE 15 days after it is due, I agree to pay a late charge of 5,000% of the late smount with a min of \$25.00 or all costs and expenses incurred in connection with any payment RETURN CHECK CHARGE, I agree to pay the greater of \$___ on this loan that is returned because it has been dishonored. 🔲 ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which 🔲 are 🔲 are not included in the principal amount above: PAYMENTS: I agree to pay this note as follows: 59 monthly payments of \$2,380.51 beginning 02-01-2009 and 1 balloon payment of \$235,727.59 on 01-01-2014. Clarks ADDITIONAL TERMS: FIRST MORTGAGE AND AN ASSIGNMENT OF RENTS AGAINST A COMMERCIAL PROPERTY LOCATED AT 3810-12 WEST LAWRENCE AVNUE, CRICAGO, Propeyment Penalties; If the Lender receives a prepayment on or before the 1st anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 5% of the remaining Principal balance of the Note. If the Lander receives a prepayment after the 1st anniversary but on or before the 2nd anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 400 or the remaining Principal balance of the Note. If the Lender receives a prepayment after the 2nd anniversary but on or before the 3rd anniversary of the date of the first payment due date of the Note, the Penally of the equal to 3% of the remaining Principal

belance of the Note. If the Lander receives a prepayment efter the 3rd anniversary but on or before the 4th anniversary of the data of the first payment due data of the Permity shall be equal to 2% of the remaining Principal balance of the Note. If the Lander receives a prepayment after the 4th anniversary of the date of the first payment due date of the Note, but below the date of the Note, the Penelty hall be equal to 1% of the remaining Principal balance of the Note. Thereafter, prepayment of the Note shall be permitted without any Prepayment Penalty.

SECURITY: This note is separately secured by (describe separate document by type and date): (This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.) Signature for Lender

PURPOSE: The purpose of this loan is TO REFINANCE THE EXISTING COMMERCIAL MORTGABELOAN #1030890-1 to the terms of the

CONFESSION OF JUDGMENT: I agree "Confession of Judgment" peragraph on page 2. SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING

THOSE ON PAGE 2). I have received a copy on today's date. CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO LASALLE

NATIONAL BANK, AS SUCCESSOR TRUSTEE TO NORTHWEST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1982 AND KNOWN AS TRUST NUMBER 6652 NOW KNOWN AS TRUST

NUMBER 26-6652-00

UNIVERSAL NOTE		
© 1984, 1991	Bankers Systems, Inc., St. Cloud, MN	Form UN-IL 3/6/2002

Christine Yoon, VP/ Senior Landing Officer

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DEPINITIONS: As used on mage 1. "IX" means the terms that apply to this loan. "I. "me" or "my" means each Borrower who signs this note this loan. "I. "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and answires) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and ensigns. "You" at "your" means the Lender and its successors and ensigns. "You" or "your" means the Lender and its successors and ensigns. "You" or "your" means the Lender and its successors and ensigns. "You" or provision of this note which is contrary to applicable law will not be Any term of this agreement; cannot be enforced according to its ferms, this fact will not affect the enforceability of the remainder of this serms, this fact will not affect the enforceability of the remainder of this regreement. No modification of this agreement may be made without your expenses written consent. Time is of the easence in this agreement. COMMISSIONS OR OTHER REMUNERATION: I understand and agree that will involve money retained by you or paid back to you as commissions or other enumeration.

other remuneration.
In addition, I understand and agree that some other payments to third burges as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.
PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay part of, or the entire balance of this loan without penalty, unless we great of, or the entire balance of this loan without penalty, unless we greatly to the contrary on this note. Any partial prepayment will not our law or reduce any later scheduled payment until this note is paid in full numbers, when I make the prepayment, you and I agree in writing to the contrary.

Interest when I make the p spayment, you and I agree in writing to the contrary.

Interest interest accrues on the principal remaining unpaid from time Interest. Interest accrues on the principal remaining unpaid from time to time, until paid in full, it receive the principal in more than one to time, until paid in full, it receive the principal in more than one to time, until paid in full, it receive the principal in more than one to time, until paid in full, it receives the principal in more than one to time, until paid in full, it is a surfaced at that time. Notwithstanding supply to the entire principal arvaiced at that time. Notwithstanding supply in the entire of interest that it inher than the maximum rate of charge any rate of interest that it inher than the maximum rate of interest you could charge under apprecible law for the extension of credit that it agreed to here leither before or alvai maturity). If any notice of interest accrual is sent and is an error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this superinent, you agree to refund it to no.

INDEX RATE: The index will serve only as a device for setting the rate on this note, you agree to refund it to no.

INDEX RATE: The index will serve only as a device for setting the rate on this note of the same rate vor. page on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will use, on this loan sold be calculated using the interest rate and accrual nethod stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year," to accrual method will determine the number of days in a "year," to accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "sold the last scheduled payment indicated on page 1 of this in it or interest that you will make only one advance of principal. How

expect that one will make more than one advance of principal replaced on credit, repaying a part of the principal will not entitle me to charged on credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am inhighted to day leach as property insurance premiums), than you may treat those payments made by you as advances and addithers to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF, I agree that you may set off any amount due and payable under this note agricult any right I have to receive money from you.

Right to receive money from you' means:

1) any deposit account balance I have with you;

10) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total concern of which you are entitled to demand payment under the terms of orderent of which you properly acciderate under this note.

If my right to receive money from you is also owned by someone who then not agreed to pay this note, your right of set-off does not apply to my interest in the obligation and to any other amounts I could withdraw on my sole inquest or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-detered retirement account.

You will not be liable for the dishonor of any check when the dishonor outwis because you set off this debt against any of my accounts. I agree to had you bermitess from any such claims arising as a result of your exercise of your right of set off.

REAL ESTATE OR RESIDENCE SECURITY: It this note is smoother of the estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by apportational law, by the terms of any separate instrument creating the separational law, by the terms of any separate instrument creating the separational law, by the terms of any separate instrument processed in the separate security instrument, by the "Obstant" remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following considering in the separate of time or in the amount due; (2) I tail to knot it fail to make a payment on time or in the amount due; (2) I tail to knot it fail to make a payment on time or in the amount due; (3) I tail to knot it fail to apy, or keep any promise on amount or agreement have with you; (4) any other creditor of sinke attenuate incompetent, make an assignment for the benefit of creditors or become incompetent, make an assignment for the benefit of creditors or become inconvertent, the time become due); (6) I make any written statement or pay my debts as they become due); (6) I make any written statement or was provided in formation that is untrue or inaccurate at the time of was provided; (7) I do or fail to do something which causes you it believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my cause which the conversion of wettands to plant, cultivate and harvest props in discussion of I am a producer of crops; (11) any loan proceeds are used in a purpose that will contribute to excessive erosion of highly gradelile law; to the conversion of wettands to produce an agricultural commodity of turther explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: (1) am in default on this note you have, but are not linute

MEDIES: it I am it denaet of the second of all I owe you under the following remedies:

(1) You may demand immediate payment of all I owe you under the note (principal, accrued unpaid interest and other accrued chargest note (principal, accrued unpaid interest and other accrued chargest 12) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Sei Off

paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any

(3) You may demand security, additional security, or additional particles to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases or credit by me.

(5) You may use any remedy you have under state or federal lew. By selecting any one or more of these remedias your do not give to your right to later use any other remedy. By vaiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default, you do not waive your right to later consider the event as a default, you do not waive your right to later consider the event as a default if it continues or happens again.

CONFESSION OF JUDGMENT: If agreed on page 1, then, in addition of your remedies listed herein, I authorize any attorney to appear more your remedies listed herein, I authorize any attorney to appear more your remedies listed herein, I authorize any attorney for appear more your remedies listed herein, I authorize any attorney for each time agreement, indigenent, without process, against me, in favor of your, for any timead principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's feet.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost of I am middle default in addition, if you hire an attorney to collect this note, I also agree to have any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United Status Bankruptcy Code, I also agree to pay the reasonable attorney's feet, and costs you incur to collect this debt as availed by any court exercising jurisdiction under the Bankruptcy Code.

"AlVER: I give up my rights to require you to do certain things. I will not jurisdiction under the Bankruptcy Code."

"AlVER: I give up my rights to require you to do certain things." I will not live up the you to:

(2) obtain official certification of nonpayment (protest);
(2) obtain official certification of nonpayment (protest); or
(2) we notice that amounts due have not been paul tennoc till dynonor). Walvillany defenses I have based on suretyship or impautoent of

I wary, any detenses I have based on sureryship or impairtoed, of collaters.

OBLIGATION INDEPENDENT: I understand that I must pay this both even if someone it has also agreed to pay it lby, for example, supplied this form or a sepalate guarantee or endursement). You may still only alone, or anyone dise who is obligated on this note. You may the or any number or or alone, or anyone dise who is obligated on this note. You may notice that to gether, to colour, his note. You may do so without any notice related has not been paid in one of dishonor). You may without notice related has not been paid in one of dishonor). You may without notice related any party to this agricer out without releasing any other party. If you get any party to this agricer not without releasing any other party. If you get this note. Any extension of new credit to any of os, or throwest of pay this note. Any extension of one worded to only one paymon in fully lagracy pay it. (Of course, you are entired to only one paymon in fully lagracy that you may at your option exicult his note or the debt represented by this note, or any portion of the note of debt, from time to time without into notice and for any term without affecting my liability for paymon of the note. I will not assign my of light in under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may geem necessary. I warram that the financial statements and information I provide to you are a read that the financial statements and information I provide to you are a read without you my without or you my mailing it by first class to me age 1. I agree to you by mailing it first class to your address stated on page 1. I agree to you by mailing it first class to your address stated on page 1. I agree to you by mailing it first class to your address stated on page 1. I agree to you by mailing it first class to your address stated on page 1. I agree to you by mailing it first class to you

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1982, AND KNOWN AS TRUST NUMBER 26-6652-00, ATTACHED TO AND MADE A PART OF THE MORTGAGE DATED DECEMBER 3, 2008 WITH FOSTER BANK.

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

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, NC1 PERSONALLY BUT SOLELY AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DAYED APRIL 2, 1982, AND KNOWN AS TRUST NUMBER 26-6652-00.

y: ___

oseph K. Sochacki, Assistant Vice President

STATE OF ILLINOIS)
) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State do hereby certify that JOSEPH F. SOCHACKI, an officer of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said corporation signed and delivered in s instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 5TH day of DECEMBER 2008.

"OFFICIAL SEAL"
CHRISTINE C. YOUNG
Notary Public, State of Illinois
My Commission Expires 06/21/11

NOTABLY FUELIC