

Doc# 1627816072 Fee \$66.00

RHSP FEE:\$9.00RPRF FEE \$1.00

KAREH A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/04/2016 02:48 PM PG: 1 OF 15

Prepared by, and after recording return to:

Cassin & Cassin LLP 2900 Westchester Avenue, Suite 402 Purchase, New York 10577 Attn: Recording Department

FHLMC# 932613667

COMBINED SECURITY AGREEMENT AND ASSIGNMENT OF REIJTS AND LEASES

37 Ox Cook

6720 NORTH SHERIDAN 6720 NORTH SHERIDAN ROAD CHICAGO, ILLINOIS 60626

PERMANENT INDEX NUMBER: 11-32-307-028-0000

Attorneys' Title Guaranty Fund, Inc. 1 S. Wacker Dr., STE 2400 Chicago, IL 60606-4650 Attn:Search Department

CCRD REVIEW_____



ent and Assignment of Rents and Leases (Illinois Land Trust) - SBL (Revised 2-15-2016)

Borrower:

THE CHICAGO TRUST COMPANY, N.A., as successor trustee to Suburban Bank & Trust Company, a state-chartered bank, not personally or individually but solely as trustee under that certain Trust Agreement dated November 5, 1996 and known as Trust Number 1149, an Illinois Land Trust

SARDAR M. SHAH KHAN AND OBAIDA SHAH KHAN individuals, as Beneficiary under that certain Trust Agreement dated November 5, 1996 and known as Trust 1 1/2 1/2

Lender: **Effective Date:** HUNT MORTGAGE PARTNERS, LLC, a Delaware limited liability company As of September 30, 2016

THIS COMBINED SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Agreement") is reade as of September 30, 2016 by THE CHICAGO TRUST COMPANY, N.A. ("Trustee") not personally or individually, but solely as trustee under the provisions of the Trust Agreement dated November 5, 1996 and known as Trust Number 1149, an Illinois Land Trust ("Trust Agreement") and SARDAR M. SHAH KHAN AND OBAIDA SHAH KHAN, individuals, as Beneficiary under that certain Trust Agreement dated November 5, 1996 and known as Trust Number 1149 ("Beneficiary") in favor of HUNT MORTGAGE PAR? NERS, LLC, a Delaware limited liability company ("Lender"). Beneficiary and Trustee, jointly and severally, may be referred to as "Assignor." Any reference to the Assignor in this Agreement will apply to both the Trustee and Beneficiary together and to each of them separately.

RECITALS

- Simultaneously with the execution of this Agreement, Beneficiary has directed Trustee, as A. "Borrower." to execute and deliver to Lender the Multifamily Mortgage, Assignment of Rents and Security Agreement ("Security Instrument") encumbering the real property described in Exhibit A attached to this Agreement and made a part of this Agreement by this reference and the other "Mortgaged Property" described in the Security Instrument, to secure certain indebtedness of the Trustee and Beneficiary under the Multifamily Note Hybrid Arm-SBL ("Note") dated the same date as the Security Instrument, and the Loan Agreement dated as of the date of the Security Instrument ("Loan Agreement"). Terms used in this Agreement and not defined in this Agreement have the meanings given to those terms in the Loan Agreement.
- To induce Lender to make the loan evidenced by the Note, Assignor has agreed to assign to B. Lender all of Assignor's right, title, and interest in and to certain other property, leases, rents, and revenues and grant a security interest to Lender in certain other collateral, a l as more fully set forth in this Agreement. The "Loan Documents" as used in this Agreement, means the Loan Documents described in the Loan Agreement, which include this Agreement, the Security instrument, the Beneficiary's Undertaking ("Undertaking"), and the Collateral Assignment of Beneficial Interest ("Collateral Assignment") executed by Beneficiary.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant of Security Interest.

This Agreement is a security agreement under the Uniform Commercial Code for any of (a) the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"), and Assignor hereby grants to Lender a security

interest in the UCC Collateral. Assignor hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Assignor agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Assignor will pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that Lender may require. Without the prior written consent of Lender, Assignor will not create or permit to exist any other lien or security interest in any of the UCC Collateral.

- (b) Except only as may be expressly provided for in the Security Instrument, Assignor will not take any of the following actions:
 - (i) Change its name, identity, structure or jurisdiction of organization.
 - Change the location of its place of business (or chief executive office if more than one place of business).
 - (iii) And to or change any location at which any of the Mortgaged Property is stored, held or located.
- (c) If an Event of Default has occurred and is continuing, Lender will have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Agreement and the other Loan Documents or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies.
- (d) This Agreement constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law.

2. Assignment of Rents; Appointment of Receiver; Lender in Possession.

- Assignor absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Assignor. Promptly upon request by Lender, Assignor agrees to execute and deliver such further assignments as Lender may from time to time require. Assignor and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute, present and irrevocable assignment and not an assignment for additional security only. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of the Assignor and Lender that in this circumstance this Agreement create and perfect a Lien on Rents in favor of Lender, which Lien will be effective as of the date of this Agreement.
- (b) After the occurrence of an Event of Default, Assignor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants Assignor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Reserve Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes, and insurance premiums (to the extent not included in Imposition Reserve Deposits), tenant improvements and other capital

expenditures. So long as no Event of Default has occurred and is continuing, and subject to the terms of the Security Instrument, the Rents remaining after application pursuant to the preceding sentence may be retained by Assignor free and clear of, and released from, the lien created by this Agreement. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Assignor's license to collect Rents will automatically terminate and Lender will without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Assignor will pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Assignor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant will be obligated to inquire further as the occurrence or continuance of an Event of Default. No tenant will be obligated to pay Assignor any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender will be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Assignor will not interfere with and will cooperate with Lender's collection or such Rents.

- Assignor excessents and warrants to Lender that Assignor has not executed any prior assignment of Rents (other than as provided in the Security Instrument, and other than any assignment of Rent's securing indebtedness that will be paid off and discharged with the proceeds of the loan evidenced by the Note), the Assignor has not performed, and Assignor covenants and agrees that it will not perform, any acts and has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this Section 2, and that at the time of execution of this Agreement there has been no anticipation or prepayment of any Rents for more than 2 months prior to the due dates of such Rents. Assignor will not collect or accept payment of any Rents more than 2 months prior to the due dates of such Rents.
- If an Event of Default has occurred and is continuing, Lender may, regardless of the (d) adequacy of Lender's security or the solvency of Assignor and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purpose of enforcing the assignment of Rents pursuant to this Section 2 protecting the Mortgaged Property or the security of this Agreement, or for such other pur lose's as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Assignor's solvency and without the necessity of giving prior notice (oral cr written) to Assignor, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Assignor, by its execution of this Agreement, expressly consents to the appointment of such receiver, including the appointment of a receiver ex parte if permitted by applicable law. Lender or the receiver, as the case may be, will be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Assignor will surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and will deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control

of the Mortgaged Property, Lender may exclude Assignor and its representatives from the Mortgaged Property. Assignor acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 2 will not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements, as those terms are defined in the Security Instrument.

- (e) If Lender enters the Mortgaged Property, Lender will be liable to account only to Assignor and only for those Rents actually received. Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable to Assignor, anyone claiming under or through Assignor or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section 2, and Assignor hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.
- (f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes will become an additional part of the Indebtedness, as provided in Section 7 of the Security Instrument.
- (g) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Agreement and the Security instrument will not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Agreement.

3. Assignment of Leases; Leases A feeting the Mortgaged Property.

- As part of the consideration for the Intebtedness, Assignor absolutely and unconditionally (a) assigns and transfers to Lender all of Assignor's right, title and interest in, to and under the Leases, including Assignor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Assignor's right, title and interest in, to and under the Leases. Assignor and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of the Assignor and Lender that in this circumstance this Agreement create and perfect a lien on the Leases in favor of Lender, which lien will be effective as of the date of this Agreement. However, until Lender gives notice to Assignor of Lender's exercise of its rights under this Section 3, Assignor will have all rights, power and authority granted to Assignor under any Lease (except as otherwise limited by this or any other provision of this Agreement or the Loen Agreement), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under Leases will automatically terminate. Assignor will comply with and observe Assignor's obligations under all Leases, including Assignor's obligations pertaining to the maintenance and disposition of tenant security deposits.
- (b) Assignor acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 3 will not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of this assignment will not at any time or in any event obligate Lender to take any action under this Agreement or to expend any money or to incur any expenses. Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable in any way for any injury or damage to person or property sustained by any Person or

Persons, firm or corporation in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, this assignment will not (i) obligate Lender to perform any of the terms, covenants and conditions contained in any Lease (or otherwise impose any obligation upon Lender with respect to any Lease); (ii) obligate Lender to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) impose upon Lender any responsibility for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Agreement by Assignor will constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and will be that of Assignor, prior to such actual entry and taking of possession.

- Upon delivery of notice by Lender to Assignor of Lender's exercise of Lender's rights under this Section 3 at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws or the Property Jurisdiction, Lender immediately will have all rights, powers and authority granted to Assignor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.
- (d) Assignor will, prorhedy upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. If Assignor is a cooperative housing corporation, association or other validly organized entity under municipal, county, state or federal law, notwithstanding anythin tr the contrary contained in this subsection, so long as Assignor is not in breach of any coverant of this Agreement, Lender hereby consents to the execution of leases of apartir ents for a term in excess of 2 years from Assignor to a tenant shareholder of Assignor to the surrender or termination of such leases of apartments where the surrendered or terminated lease is immediately replaced or where the Assignor makes its best efforts to secure such immediate replacement by a newly executed lease of the same apartment to a tenant shareholder of the Assignor. However, no consent is hereby given by Lender to eny execution, surrender, termination or assignment of a lease under terms that would waive or reduce the obligation of the resulting tenant shareholder under such lease to pay cooperative assessments in full when due or the obligation of the former tenant share folder to pay any unpaid portion of such assessments.
- (e) The UCC Collateral, the Rents and the Leases will be collectively referred to in this Agreement as the "Supplemental Collateral".

4. Title to Supplemental Collateral.

- (a) Except for the security interest of Lender, Assignor is the owner of all of the Supplemental Collateral, free from any lien, security interest, encumbrance or other right, title or interest of any other individual or entity. Assignor will defend the Supplemental Collateral against all claims and demands of all persons at any time claiming the Supplemental Collateral or any interest in the Supplemental Collateral adverse to Lender.
- (b) There is no financing statement now on file in any public office that refers to, describes, or includes any of the Supplemental Collateral. So long as any Indebtedness, liabilities, or obligations of Beneficiary or Trustee to Lender remain unpaid or unperformed, Assignor will not make any further assignment or pledge of the Supplemental Collateral in whole or in part and will not execute or file any financing statement or statements describing or attempting to describe the Supplemental Collateral.

5. Security.

- (a) This Agreement is made and given as security for each of the following:
 - (i) The payment in full of the "Indebtedness" (including all principal, interest, fees, expenses, and other charges) now or hereafter payable under the Note, the Security Instrument, and/or the Loan Documents.
 - (ii) The performance of all of the obligations imposed upon the Trustee and the Beneficiary pursuant to the Security Instrument and other Loan Documents. The term "Indebtedness" as used in this Agreement and the Loan Documents includes all expenses and charges, including Attorneys' Fees and Costs (as defined in the Security Instrument) paid or incurred by Lender in realizing or protecting the Supplemental Collateral or the obligations secured by this Agreement.
- (b) All funds advanced by Lender for any purpose authorized by the Note or the Loan Decuments, or for the protection of the Property, the Collateral (as defined in the Collateral Assignment), the Supplemental Collateral, or the lien of Lender thereon, and all expenses paid or incurred in connection therewith, including Attorneys' Fees and Costs, will be part of the Indebtedness secured by the security interest created by this Agreement and become immediatery due and payable without notice and with interest at the "Default Rate" specified in the Note.
- (c) Assignor agrees to deliver to Lender such confirmatory instruments as Lender may reasonably request to evidence and perfect such security interest, which may include appropriate financing statements under the Uniform Commercial Code, as well as any extensions, renewals and a menuments which Lender may require.

6. Remedies of Lender.

- At any time that an Event of Default exists under the Security Instrument, regardless of (a) whether or not the maturity of the principal of the Note is accelerated, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may exercise any one or more of the rights or remedies set forth in the Note or the Loan Documents. Any requirement of the Uniform Commercial Code for reasonable notice will be met if the notice is given in accordance with the requirements of Section 11, at least 20 business days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice (which period and method of giving notice is hereby agreed to be commercially reasonable). In exercising any of its remedies, Lender may proceed against the items of real property and any items of personal property comprising the Supplemental Collateral separately or together and in any order, without in anyway affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Agreement or any other Loan Documents. The right of Lender to be the purchaser for its own account at any sale or other disposition of the Supplemental Collateral will not be affected by the fact that Lender is or may be now or at the time of such sale or disposition record titleholder to the Supplemental Collateral, nor will that fact in any manner affect the rights of Lender to sell, dispose of or otherwise deal with the security interest granted in this Agreement.
- (b) Any and all net proceeds realized by Lender pursuant to this Section 6, after first deducting all legal or other costs and expenses incurred by Lender in effecting such realization, will be applied to pay any or all of the Indebtedness as Lender will deem proper, with any surplus to be returned to Assignor. Upon full payment and performance of all Indebtedness, obligations and liabilities hereby secured, Lender agrees to release this Agreement and the lien or charge created hereby. The recorded satisfaction or release of the Security Instrument will automatically effect the release of this Agreement.

- 7. Restrictions on Transfer of Supplemental Collateral. Assignor agrees not to transfer, convey, assign, or encumber any of its interest in the Supplemental Collateral without the prior written consent of Lender, except as expressly permitted in the Loan Agreement and the Collateral Assignment.
- **8. Remedies.** All rights and remedies set forth in this Agreement or afforded by law or equity are in the alternative and are cumulative, and may be exercised concurrently, independently, or successively, in any order.
- 9. No Waiver. No delay on the part of Lender in the exercise of any right or remedy will operate as a waiver, and no single or partial exercise by Lender of any right or remedy will preclude other or further exercise of any other right or remedy; nor will any modification or waiver of any of the provisions of this Agreement be binding upon Lender except as expressly set forth in a writing duly signed and delivered on behalf of Lender. No action of Lender permitted by this Agreement will in any way affect or impair the rights of Lender and the obligations of Beneficiary under this Agreement except as expressly set forth in a writing duly signed and delivered on behalf of Lender. No right or power of the Borrower, the Beneficiary, or anyone else to assert any claim or defense as to the invalidity or unenforceability of any of the Obligations will affect or impair the obligations of Beneficiary under 'ni's Agreement.
- 10. Governing Law; Consent to Jurisdiction and Venue; Severability; Conflict in Provisions.
 - (a) This Agreement will be governed by the laws of the jurisdiction in which the Land is located ("**Property Jurisdiction**").
 - (b) Assignor agrees that any controversy arising under or in relation to this Agreement may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction, will have jurisdiction over all controversies that will arise under or in relation to this Agreement. Assignor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of comicile, habitual residence or otherwise. However, nothing in this Section 10 is intended to limit Lender's right to bring any suit, action or proceeding relating to matters under this Agreement in any other court of any other jurisdiction.
 - (c) In the event that any provision of this Agreement conflicts with applicable law, such conflict will not affect other provisions of this Agreement that can be given effect without the conflicting provisions, and to this end the provisions of this Agreement are declared to be severable.
 - (d) This Agreement supplements, and does not supercede the Security instrument, the Undertaking, the Collateral Assignment, or any other of the Loan Documents. In the event of a conflict in any of the terms of this Agreement and the terms of the Security instrument, the Undertaking or the Collateral Assignment, the terms of the Security Instrument, the Undertaking or the Collateral Assignment, as applicable, will control.
- **11. Notices.** Notices under this Agreement will be given as provided in the Security Instrument and the Collateral Assignment.
- 12. Survival of Covenants. The covenants contained in this Agreement will survive any transfer of the beneficial interest in the Trust, any transfer by Lender of the Note or the Security Instruments, and any conveyance of the Mortgaged Property by Trustee.
- 13. Trustee's Exculpation. This Agreement is executed by the undersigned Trustee, not personally or individually, but as trustee of the land trust that holds title to the Mortgaged Property, in the exercise of the power and authority conferred upon and vested in it as trustee. It is expressly understood and

agreed by each original and successive owner or holder of this Agreement that nothing contained in this Agreement will be construed as creating any liability on the Trustee in its personal or individual capacity under this Agreement, and that any recovery against the Trustee under this Agreement will be solely against and out of the Mortgaged Property.

14. WAIVER OF TRIAL BY JURY

- (a) ASSIGNOR AND LENDER EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS ASSIGNOR/BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY.
- (b) ASSIGNOR AND LENDER EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.
- **15. Attached Exhibits.** The following Exhibits, if marked with an "X" in the space provided, are attached to this Agreement:

|X| Exhibit A Description of the Land (required).

|_| Exhibit B Modifications to Agreement

[NO FURTHER TEXT ON THIS PAGE]

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Trustee and Beneficiary have executed this Agreement as of the day and year first above written.

SARDAR M. SHAH KHAN Beneficiary	BORROWER:			
OBAIDA SHAH KHAN	TRUST:			
Beneficiary	THE CHICAGO TRUST COMPANY, N.A., as successor trustee to Suburban Bank & Trust Company, a state-chartered bank, not personally or individually but solely as trustee under that certain Trust Agreement dated November 5, 1996 and known as Trust Number 1149, an Illinois Land Trust.			
Ope	By: Accept Alexand Name: Linda J. Pitrowski			
	Two: Vice President and Trust Officer			
STATE OF Illinois				
COUNTY OF Cook	ss.:			
The foregoing instrument was acknowledged before me this 2£ day of Sept 2016, by Linda J. Pitrowski , the V.P. & Trust Officer of The CHICAGO TRUST COMPANY, N.A., as successor trustee to Suburban Bank & Trust Company, a state chartered bank, not personally or individually but solely as trustee under that certain Trust Agreement dated November 5, 1996 and known as Trust Number 1149, an Illinois Land Trust, on behalf of the company.				
Rebord monther kore	OFFICIAL SEA!			
Notary Public (SEAL)	DEBORAH M. DIÉRHACY NOTARY PUBLIC, STATE OF ILL NOIS My Commission Expires 08/2//2/220 My Commission Expires 08/2//2/220			
Printed Name: <u>Deborah M. E</u>	Derkacy			
My Commission Expires: 8/21/2	2020			

[SIGNATURE APPEARS ON FOLLOWING PAGE]

1627816072 Page: 11 of 15

UNOFFICIAL COPY

BORROWER:

BENEFICIARY:

SARDAR M. SHAH KHAN AND OBAIDA SHAH KHAN, individuals, as beneficiary under that certain Trust Agreement dated November 5, 1996 and known as Trust Number 1149.

Dy.—

Name:

Sardar M. Shah Khan, an individual

By:_

DOOP OF

Name:

Obaida Shah Khan, an individual

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

1627816072 Page: 12 of 15

UNOFFICIAL COPY

STATE OF)			
COUNTY OF	:ss.:)			
The foregoing instrument was acknowledged before me this 29 day of September 2016, by SARDAR M. SHAH KHAN, an individual, as beneficiary under that certain Trust Agreement dated November 5, 1996 and known as Trust Number 1149. Notary Public				
(SEAL)				
Printed Name: Morber M. S My Commission Expires: 8/15/1	Shoh tuin	OFFICIAL SEAL MAZHER M. SHAH-KHAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES AUGUST 15, 2018		

[ACKNOWLEDGEMENT APPEAR ON FOLLOWING PAGE]

1627816072 Page: 13 of 15

UNOFFICIAL COPY

STATE OF) :ss.:
COUNTY OF	
The foregoing instrument was acknowled SHAH KHAN, an individual, as benefic and known as Trust Number 1149.	ledged before me this <u>29</u> day of September 2016, by OBAID , ciary under that certain Trust Agreement dated November 5, 199
Notary Public	
(SEAL)	OFFICIAL SEAL
Printed Name:	Shoh-Chan MAZHER M. SHAH-KHAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES AUGUST 15, 2016
My Commission Expires.	118
	COOK COUNTY CLOPK'S OFFICE

EXHBIT A

DESCRIPTION OF THE LAND

THE SOUTH 40 FEET OF LOT 2, ALL OF LOT 3. AND THE NORTH 12.7 FEET OF LOT 4 IN BLOCK 4 IN NORTH SHORE BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32. TOWNSHIP 41 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 30 ACRES), IN COOK COUNTY, ILLINOIS.



EXHBIT B

MODIFICATIONS TO AGREEMENT

NONE

