

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILE NUMBER 87123912

1987 MAR -6 PM 1:31

87123912

70-93-740
SEARCHED

RECORDED
COOK COUNTY CLERK'S OFFICE
RECEIVED AND INDEXED & PART HEPPOX

87123912

16.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on this Second day of March dtd Feb 26, 1987. The mortgagor is FIRST NATIONAL BANK IN CHICAGO HEIGHTS, TRUSTEE UNDER TRUST AGREEMENT 1987, known as Trust #6392 ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK IN CHICAGO HEIGHTS, which is organized and existing under the laws of the United States of America, and whose address is 100 First National Plaza, Chicago Heights, Illinois 60411 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifteen Thousand and No/100 Dollars (U.S. \$115,000.00....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot #1 in Parkside of Olympia Fields, a Subdivision of part of the Northeast Quarter of Section 24, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PIN #31-24-200-007 *mrc BCO*

87123912

which has the address of 2500 West 207th Street, Olympia Fields, IL
[Street] [City]
Illinois 60461 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

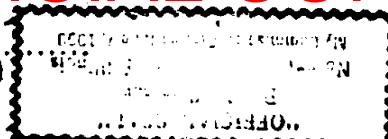
This instrument was prepared by ... , Attest: J. K. A. F. Q. Park, Notary Public, Chicago, IL 60611.....

4471

Notary Public

Notary Public

(Seal)



My Company Express:

Box 100-CA

Witness my hand and official seal this day of March 19, 1987.

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be ... **Trust** ... free and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, and, thereupon, execute, acknowledge and sign the same. Bank in Chicago, persons appearing

Ronald Stassler, witness, attest, trustee of Trust, do hereby certify that the above witnessed and signed instrument is a true copy of the original instrument.

COUNTY OF Cook Cook
STATE OF Illinois Illinois
SS:

[Please Sign Your Name For Acknowledgment]

Administrator, Security Instruments, Inc. (Seal)

AS TRUSTEE UNDER TRUST AGREEMENT DATE FEBRUARY 26, 1987, AND KNOWING

FIRST NATIONAL BANK IN CHICAGO HEIGTS, AS TRUSTEE UNDER TRUST AGREEMENT (Seal)

Instrument and in any rider(s) exec'd, by Borrower and recorded with it.

BY SIGNING BELOW, I, as Lender, accept and agree to the terms and covenants contained in this Security

- Graduate Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Other(s) [Specify]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Releasee. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security

receivable's bonds and reasonable attorney's fees, and then to the sum secured by this Security Instrument.

the Property including those rents collected by Lender or the receiver shall be applied first to pay rent of the

apportioned receiver prior to collection of rents, including, but not limited to, receiver's premium on

20. Lender in Possession. Upon reasonable attorney's fees and costs of title evidence,

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

before the date specified in the notice, Lender to accelerate and foreclose. If the details is not cured or

extinction of a default or any other deficiency to remit a letter acceleration and foreclosure. If the foreclosure proceeds

and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall appear

and (c) a date 30 days from the notice to Borrower, by which the default must be cured;

unless applicable law provides otherwise; (a) the notice shall specify: (a) the action under paragraphs 13 and 17

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:) | ?

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender coverage" and any other hazards for which Lender requires insurance. 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 Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

87123912

UNOFFICIAL COPY

occurred. However, this right to reclaim such notice by the Lender or Borrower under paragraphs 13 or 17.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred by reason of the lien of this Security Instrument, Lender's rights in the Property and Borrower's responsibility to assure that the agent may make reasonable efforts upon and inspection specifically regarding repossessing the instrument for the Lender may be suspended, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may require to pay the sum secured by this Security Instrument fully unchanged. Upon reacceleration by Lender to pay the sum secured by this Security Instrument, Lender's rights in the Property and Borrower's responsibility to assure that the agent may make reasonable efforts upon and inspection specifically regarding repossessing the instrument for the Lender may be suspended, but not limited to, reasonable attorney fees, and (c) pays all expenses incurred in enforcing this Security Instrument or any other contracts or agreements, (b) cures any default of any other contract or agreement this Security Instrument, or (a) entry of a judgment in favor of the Lender for recovery of the sum secured by this Security Instrument and the Note had no acceleration by Lender.

(a) Security Instrument before sale of the Property pursuant to any power of sale contained in this Security Law may specify for reinstatement: (a) 5 days (or such other period as specified in this Security instrument of this Security instrument) before notice of the right to have the right to have remedies permitted by this Security instrument without further notice or demand on Borrower.

(b) Lender exercises this Security instrument prior to the expiration of this period, Lender may invoke any

(c) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(d) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(e) application of this Security instrument to any other condition, Lender shall have the right to have

(f) Lender exercises this Security instrument without further notice or demand on Borrower.

(g) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(h) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(i) application of this Security instrument to any other condition, Lender shall have the right to have

(j) Lender exercises this Security instrument without further notice or demand on Borrower.

(k) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(l) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(m) application of this Security instrument to any other condition, Lender shall have the right to have

(n) Lender exercises this Security instrument without further notice or demand on Borrower.

(o) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(p) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(q) application of this Security instrument to any other condition, Lender shall have the right to have

(r) Lender exercises this Security instrument without further notice or demand on Borrower.

(s) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(t) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(u) application of this Security instrument to any other condition, Lender shall have the right to have

(v) Lender exercises this Security instrument without further notice or demand on Borrower.

(w) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(x) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(y) application of this Security instrument to any other condition, Lender shall have the right to have

(z) Lender exercises this Security instrument without further notice or demand on Borrower.

(aa) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(bb) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(cc) application of this Security instrument to any other condition, Lender shall have the right to have

(dd) Lender exercises this Security instrument without further notice or demand on Borrower.

(ee) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(ff) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(gg) application of this Security instrument to any other condition, Lender shall have the right to have

(hh) Lender exercises this Security instrument without further notice or demand on Borrower.

(ii) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(jj) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(kk) application of this Security instrument to any other condition, Lender shall have the right to have

(ll) Lender exercises this Security instrument without further notice or demand on Borrower.

(mm) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(nn) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(oo) application of this Security instrument to any other condition, Lender shall have the right to have

(pp) Lender exercises this Security instrument without further notice or demand on Borrower.

(qq) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(rr) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(ss) application of this Security instrument to any other condition, Lender shall have the right to have

(tt) Lender exercises this Security instrument without further notice or demand on Borrower.

(uu) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(vv) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(ww) application of this Security instrument to any other condition, Lender shall have the right to have

(xx) Lender exercises this Security instrument without further notice or demand on Borrower.

(yy) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(zz) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(aa) application of this Security instrument to any other condition, Lender shall have the right to have

(bb) Lender exercises this Security instrument without further notice or demand on Borrower.

(cc) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(dd) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(ee) application of this Security instrument to any other condition, Lender shall have the right to have

(ff) Lender exercises this Security instrument without further notice or demand on Borrower.

(gg) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(hh) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(ii) application of this Security instrument to any other condition, Lender shall have the right to have

(jj) Lender exercises this Security instrument without further notice or demand on Borrower.

(kk) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(ll) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(mm) application of this Security instrument to any other condition, Lender shall have the right to have

(nn) Lender exercises this Security instrument without further notice or demand on Borrower.

(oo) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(pp) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(qq) application of this Security instrument to any other condition, Lender shall have the right to have

(rr) Lender exercises this Security instrument without further notice or demand on Borrower.

(ss) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(tt) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(uu) application of this Security instrument to any other condition, Lender shall have the right to have

(vv) Lender exercises this Security instrument without further notice or demand on Borrower.

(ww) Note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

(xx) Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as

(yy) application of this Security instrument to any other condition, Lender shall have the right to have

(zz) Lender exercises this Security instrument without further notice or demand on Borrower.

87123912

UNOFFICIAL COPY

ADJUSTABLE RATE LOAN RIDER

EXONERATION COUPON IS ATTACHED
IF REFERRED TO IN THIS AGREEMENT

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 2nd day of March, 1987, and is incorporated into and shall deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST NATIONAL BANK IN CHICAGO HEIGHTS

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

2500 West 207th Street, Olympia Fields, IL 60461

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 7.90 %. The Note interest rate may be increased or decreased on the first day of the month beginning on April 1, 1990 and on that day of the month every twelve months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
(Check one box to indicate Index.)

- (1) Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year.

- (2) National Average Medium Cost of Funds-Monthly

- (3)

(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

- (1) There is no maximum limit on changes in the interest rate at any Change Date.

- (2) The interest rate cannot be changed by more than two percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. However the interest rate shall never be greater than

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

FIRST NATIONAL BANK IN CHICAGO HEIGHTS
AS TRUSTEE UNDER TRUST AGREEMENT DATED
FEBRUARY 26, 1987 AND KNOWN AS TRUST
#6392 _____ (Seal)

—Borrower

Suzanne J. Williams (Seal)
Asst. Trust Officer

Borrower

John M. Lester (Seal)
Administrative Asst.

Borrower

(Seal)

—Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

87123912

UNOFFICIAL COPY

EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything
written, undertakings and agreements herein made on the part of the Trustee while in form
purporting to be the representations, covenants, understandings and agreements of said
Trustee are nevertheless each and every one of them, made and intended not as personal
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 said Trustee personally but are made and
described herein, and this instrument is executed and delivered 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 the First National Bank in Chicago Heights or any of the
beneficiaries under said Trust Agreement, on account of this instrument or on account of the
any representations, covenant, undertaking or agreement of the said Trustee, whether or
not in this instrument contained, either expressed or implied, all such personal liability, if
any, being expressly waived and released.

2163928

First National Bank in Chicago Heights,
Individually, but solely as Trustee
under Trust No. 6392

By George L. Ellweckel
Asst. Trust Officer

Revert to:
FIRST NATIONAL BANK IN CHICAGO HEIGHTS
100 FIRST AVENUE
CHICAGO HEIGHTS, ILLINOIS 60411

UNOFFICIAL COPY

EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago of the power and authority but as Trustee as aforesaid, in the exercise of its express authority conferred upon and vested in it as such and by every person hereunder that nothing contained herein or in the note secured by this mortgage shall be construed herein or in the note or security herein as creating any liability on the note secured by this said trust in Chicago Heights or on any of the beneficiaries under this note, or any covenants, or any indebtedness, accruing heretofore, being expressly or impliedly contained herein or to perform any liability, if any, being expressed or implied herein or to pay said note or any interest thereon, or any recovery on this note, or any liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights,
Not individually, but solely as Trustee,
under Trust No. 6392

By John J. McDonnell
Asst. Trust Officer