

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

WHEN RECORDED MAIL TO
HOME SAVINGS OF AMERICA
P.O. BOX 7075 **BOX 333-CC**
PASADENA, CALIFORNIA 91109-7075

88395992

1988 AUG 31 AM 9:48

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ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

LOAN NO. 953607-9

Mortgage, Assignment of Rents and Security Agreement

This Mortgage (the "Instrument") is made this 15th day of AUGUST, 1988, between
**WORTH BANK AND TRUST, NOT PERSONALLY, BUT AS TRUSTEE UNDER
A CERTAIN TRUST AGREEMENT DATED AUGUST 24, 1977 AND KNOWN AS TRUST NO. 2448**

(the "Mortgagor") whose address is **6825 WEST 111th STREET
WORTH, IL. 60482**

\$17.00

and HOME SAVINGS OF AMERICA, F.A.,
a federally chartered savings and loan association (the "Lender"), whose address is P.O. Box 7075, Pasadena, California 91109-7075.
WITNESSETH: Mortgagor irrevocably grants, conveys, transfers and assigns to Lender that real property in
County, Illinois, described as:

CODE:
AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
COMMONLY KNOWN AS 17242 SOUTH 71st COURT, TINLEY PARK, IL. 60477

PTN: 28-30-303-026-1001, 28-30-303-026-1002, 28-30-303-036-1003, 28-30-303-036-1004,
28-30-303-026-1005, 28-30-303-026-1006, 28-30-303-026-1007, 28-30-303-026-1008,
28-30-303-026-1009, 28-30-303-026-1010, 28-30-303-026-1011, 28-30-303-026-1012

TOGETHER with all interest which Mortgagor now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto, and all heretofore or hereafter vacated alleys and streets abutting said property, (b) all buildings, structures, tenements, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all fixtures, apparatus, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with said property, including, but not limited to, those for the purposes of supplying or distributing air cooling, air conditioning, gas, electricity, water, air, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal and other services; and all related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and furniture rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antiques, trees and plants, pool equipment, hereinafter and agreed that such items, including replacements and additions thereto, be conclusively deemed to be affixed to and be part of the real property that is conveyed hereby, (c) all cabinets, shelving, furniture, displays, lights, machinery and other trade fixtures attached or otherwise installed on said property used for a trade or business, it being intended and agreed that such items, including replacements and additions thereto, be conclusively deemed to be affixed to and be part of the real property that is conveyed hereby, (d) all royalties, minerals, oil and gas rights and profits, water and water rights (whether or not appurtenant) owned by Mortgagor and shares of stock pertaining to such water or water rights, ownership of which affects said property, and (e) the rents, income, issues, and profits of all properties covered by this instrument, and (f) all accounts, accounts receivable, chattel paper, insurance claims, condemnation awards, general intangibles, contract rights, instruments, documents and other rights of Mortgagor arising out of or related to Mortgagor's ownership of such property, SUBJECT, HOWEVER, to the terms and conditions herein set forth. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to evidence or confirm the lien of this instrument on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as the "Property".

FOR THE PURPOSE OF SECURING 335,000.00

(1) Payment of the sum of \$ 335,000.00 with interest thereon according to the terms of a promissory note of even date herewith and having a final maturity date of SEPTEMBER 15, 2013 made by Mortgagor payable to Lender or order, and all modifications, extensions or renewals thereof (the "Note"); (2) Payment of such additional sums with interest thereon (a) as may be hereafter advanced by Lender pursuant to paragraph 34 hereof (herein "Future Advances"); and (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due Lender under any provision of this instrument. (3) If this is a construction loan, performance by Mortgagor of the covenants and agreements contained in a construction loan agreement between Mortgagor and Lender, of even date herewith, as provided in paragraph 17 hereof. (4) Performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any other agreements or covenants executed by Mortgagor relating to the loan secured hereby. (5) If this loan is secured by a leasehold, performance and keeping by Mortgagor of each of the covenants and agreements required to be kept and performed by Mortgagor as lessee pursuant to the terms of the lease and any and all other instruments creating Mortgagor's leasehold interest in or defining Mortgagor's rights as lessee in respect to the Property. (6) Performance by Mortgagor with each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions and restrictions pertaining to the Property. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Mortgagor (or of any successor in interest of Mortgagor to such Property) owing to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Mortgagor or any successor in interest to Mortgagor. (8) Performance of all agreements of Mortgagor to pay fees and charges to the Lender relating to the loan secured hereby. (9) Payment of charges, as allowed by law when such charges are made, for any statement issued by Lender regarding the obligation secured hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer and assign the Property to Lender.

71-74-819-0

814-086

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to pay for the security of this mortgage, mortgagee shall pay when due the principal and interest on the indebtedness evidenced by the note...

Payment of Principal and Interest, Mortgagee shall pay when due the principal and interest on the indebtedness evidenced by the note...

Application of Payments, all payments received by Lender from Mortgagee under the Note shall be applied to the following order of priority: (a) amounts payable to Lender by Mortgagee under the Note...

Change of Lender, Mortgagee shall pay all taxes, assessments, premiums, and other impositions attributable to the property...

Hazard Insurance, Mortgagee shall keep the improvements, now existing or hereafter erected on the property insured by carriers at all times satisfactory to Lender against loss by fire, hazards or other causes...

Insurance Policies and Renewals, all insurance policies shall be paid, directly to the carrier, or in such other manner as Lender may designate in writing...

Renewal Notices, Mortgagee shall promptly furnish to Lender all renewal notices and all receipts or other evidence of payment...

Advance Payments, Lender may apply payments received among the amounts of interest payable on any future advance, provided that if more than one advance is made...

Accounting, Lender shall keep the amount of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and other impositions...

Other Impositions, Lender may require Funds for Other Impositions to be paid to Lender by Mortgagee in a lump sum or in periodic payments by applicable law...

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Mortgagor shall not surrender the leasehold estate and interest herein conveyed nor terminate or cancel the ground lease creating said estate and interest, and Mortgagor shall not, without the express written consent of Lender, alter or amend said ground lease. Mortgagor covenants and agrees that there shall not be a merger of the ground lease or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of said leasehold estate or said fee estate, or any part of either coming into common ownership, unless Lender shall consent in writing to such merger. If Mortgagor shall acquire such fee estate, then this instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

(7) Use of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

(8) Protection of Lender's Security. If Mortgagor fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to: (a) disbursement of attorneys' fees; (b) entry upon the Property to make repairs or otherwise to protect the same as security for the indebtedness secured by this instrument; (c) procurement of satisfactory insurance as provided in paragraph 5 hereof; and (d) if this instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Mortgagor and the curing of any default of Mortgagor in the terms and conditions of the ground lease.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness secured by this instrument. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate as adjusted from time to time in accordance with the terms of the Note, compounded monthly, unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by any advances made by Lender hereunder. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

(9) Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

(10) Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's address as provided in the Note, or such other place as Lender may approve in writing, complete and accurate books of accounts and records, in accordance with generally accepted accounting principles, consistently applied, adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, budgets, change orders, leases and other instruments which affect the Property. Such books, records, contracts, budgets, change orders, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Within seven days of Lender's request, Mortgagor shall furnish to Lender a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and, if Lender shall require, by an independent certified public accountant. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a rent schedule for the Property, certified by Mortgagor or Mortgagor's beneficiary, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid. In addition to the foregoing, at Lender's request, Mortgagor shall furnish such financial statements and other documents or records within 120 days following the close of each calendar year. All financial statements and other documents or records pursuant to this paragraph 10 shall be provided at Mortgagor's sole expense.

(11) Condemnation. Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect or whether by eminent domain or otherwise, of the Property, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any such condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any such condemnation or other taking, of the Property or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be for the benefit of Lender, subject, if this instrument is on a leasehold, to the rights of the lessor under the ground lease.

Mortgagor authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Mortgagor. Unless Mortgagor and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

(12) Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Mortgagor's breach of any covenant or agreement of Mortgagor in this instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release any other person, secondarily or otherwise liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligations of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this instrument and to observe the covenants of Mortgagor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Mortgagor shall pay Lender a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred, at Lender's option, for any such action if taken at Mortgagor's request.

(13) Forbearance by Lender Not a Waiver. No waiver by Lender of any right under this instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this instrument or of any provision of this instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagor that Mortgagor was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder or to declare a default for failure so to pay.

(14) Estoppel Certificate. Mortgagor shall within ten days of a written request from Lender furnish Lender with a written statement duly acknowledged, setting forth the sums secured by this instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this instrument.

(15) Uniform Commercial Code Security Agreement. This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this instrument, or a reproduction thereof, in the appropriate records or index for Uniform Commercial Code filings as a financing statement for any of the items specified above as part of the Property. Any reproduction of the instrument for any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may invoke the remedies provided in paragraph 21 of this instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 21 of this instrument.

(16) Lease of the Property. As used in this paragraph 16, the word "lease" shall mean "sublease" if this instrument is on a leasehold. Mortgagor shall comply with and observe Mortgagor's obligations as landlord under all leases of the Property or any part thereof. Mortgagor, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Unless otherwise waived by Lender, all leases of the Property shall specifically provide that such leases (a) are subordinate to this instrument; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments. Mortgagor shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to the instrument if Mortgagor becomes aware that any tenant proposes to do, or is doing any act or thing which may give rise to a right of set-off against rent. Mortgagor shall: (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent; (ii) notify Lender thereof and of the amount of said set-off, and (iii) within ten days after such accrual reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

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(34) Future Advances. Upon request of Mortgagor, Lender, or Lender's option prior to release of this Mortgage may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus NONE.

(36) Waiver of Right of Redemption. Mortgagor has been directed by its beneficiary to and hereby does waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

This Mortgage is executed by WORTH BANK AND TRUST

not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security thereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

(36) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto and their successors and assigns; (b) the term Mortgagor shall mean the WORTH BANK AND TRUST

as Trustee and where the context permits or requires the owners of the beneficial interest in Trust No. [redacted] and their respective personal representatives, successors and assigns; (c) the term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein; (d) wherever the context so requires, the masculine, feminine, and neuter genders each includes the others, the singular number includes the plural, and vice versa; and (e) captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

IN WITNESS WHEREOF, MORTGAGOR has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

August 18, 1988

LOAN NO. 893007-7

WORTH BANK AND TRUST, TRUSTEE UNDER TRUST AGREEMENT DATED

AUGUST 24, 1977, AND KNOWN AS TRUST NUMBER 2448 and not personally

ATTEST: as Trustee as aforesaid, and not personally or individually

By: [Signature]
Its: Vice-President & Trust Officer

By: [Signature]
Its: Assistant Trust Officer

Property of Cook County Clerk's Office

893007-7

STATE OF ILLINOIS

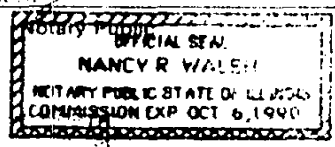
COUNTY OF Cook

} SS:

I, the undersigned, a Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Beverly VanDyle, Assistant Trust Officer and Richard T. Topps, Vice-President & Trust Officer, the ~~President~~ and ~~Secretary~~ respectively, of WORTH BANK & TRUST, 6825 W. 111th St., Worth, Ill. personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Asst. T.O. ~~Trust Officer~~ and V.P. & T.O. ~~Secretary~~ respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said V.P. & T.O. ~~Secretary~~ as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said V.P. & T.O.'s ~~Secretary~~ known free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 18th day of August 1988

[Signature]



Exoneration provision restricting any liability of Worth Bank and Trust imposed on the reverse side of this instrument by expressly made a part hereof.

All representations and undertakings by WORTH BANK AND TRUST as trustee as in this instrument are those of it's representatives assumed by or shall be assumed by WORTH BANK AND TRUST in connection with the making of this instrument.

This Agreement is signed by WORTH BANK AND TRUST not individually but solely as Trustee under a certain Trust Agreement known as Trust Agreement No. 2448. Said Trust Agreement is hereby made a part of this instrument and any claims against said Trustee or any interest therein, in whole or otherwise in said property or any proceeds hereof shall be paid only out of any trust property which may be created hereunder and all persons claiming an interest in said property shall be deemed to have been notified of the same and their interest therein shall be deemed to be expressly waived by the parties hereto and their respective successors and assigns.

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LOAN NO. 95360729

LEGAL DESCRIPTION

PARCEL 1:

UNITS 1 TO 12 BOTH INCLUSIVE, IN THE TOWN AND COUNTRY VILLAS CONDOMINIUM NUMBER 8, AS DELINEATED ON SURVEY OF PART OF LOT 24 IN TOWN AND COUNTRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY BEVERLY BANK AS TRUST NUMBER 8-3713 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 24094556 TOGETHER WITH AN UNDIVIDED 8 1/3 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE PLAT OF SUBDIVISION MADE BY DROVER'S NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 68261 AND REVOKED DECEMBER 22, 1969 AS DOCUMENT 21041966 AND CREATED BY DEED TO WORTH BANK AND TRUST RECORDED JANUARY 20, 1978 AS DOCUMENT 24293297 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Exoneration provision restricting any liability of Worth Bank and Trust, stamped on the reverse side hereof, is hereby expressly made a part hereof.

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RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED

SIGNED BY

Murray E. Walsh / Trust Dept.
Worth Bank & T.

DATE

8/26/88

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All representations and undertakings of WORTH BANK AND TRUST as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the WORTH BANK AND TRUST personally as a result of the signing of this instrument.

This Agreement is entered by WORTH BANK AND TRUST not individually but solely as Trustee under a certain Trust Agreement and with as Trust No. 2743. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result herefrom, shall be payable only out of any trust property which may be held thereunder. Any and all personal liability of WORTH BANK AND TRUST, or any person interested beneficially or otherwise in said property is hereby expressly waived by the parties hereto and their respective successors and assigns.

Property of Security Clerk's Office