

90529879

30523473

National Bank of Berwyn as Trustee, U/I/A dated, representing themselves to be the
6-15-81, Trust #810055, and not individually,
owners of the real estate hereinafter and in said mortgage described ("owner").

note or notes of COMMERCIAL NATIONAL BANK OF BERWYN dated July 16th, _____.

South West 1/4 of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

[illegible]

Trust No. 810055

PIN: 16-33-320-001

COMMON ADDRESS: 3701 S. 53rd Court

Cicero, Illinois 60650

~~DEPT-01 RECORDING~~

\$17.25

TW0888 TRAN 5331 10/30/90 14:59:00

#8141 # H # -90-529879

COOK COUNTY RECORDER

\$17.25

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This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement shall control in the event of any inconsistency between this Agreement and the Note or Mortgage. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State Of Illinois. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State Of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interests in the above described real estate, including, without limitations, and exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above described real estate.

This loan is payable in full on July 16th, 1993. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERWYN

BY: Lori A. Jozefik
Lori A. Jozefik, ASST. VICE PRESIDENT

ATTEST: James A. Cairo
James A. Cairo, ASST. SECRETARY

COMMERCIAL NATIONAL BANK OF BERWYN AS
OWNERS TRUSTEE AS AFORESAID AND NOT
INDIVIDUALLY.

By: John P. Dunne
John P. Dunne, Vice President

Attest: Carol Ann Weber
Carol Ann Weber, Assistant Secretary

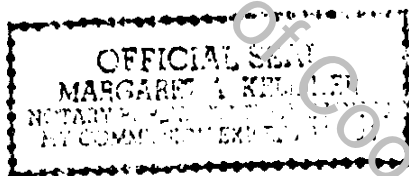
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STATE OF ILLINOIS
COUNTY OF

SS.
UNOFFICIAL COPY

I, Margaret A. Kelliher, a Notary Public in
and for said County in the State aforesaid, DO HEREBY CERTIFY that Lori A. Jozefik,
Asst., Vice President, and James A. Cairo--Asst. Secretary, Cashier of
Commercial National Bank of Berwyn a National Banking Corporation,
personally known to me to be the same persons whose names are subscribed to the fore-
going instrument as such officers, appeared before me this day in person and acknowledged
that they signed, sealed and delivered the said instrument as their free and voluntary
act, and as the free and voluntary act of said Bank, for the uses and purposes therein
set forth; and the Cashier then and there acknowledged that as custodian of the corporate
seal of said Bank, he did affix said corporate seal to said instrument as his own
free and voluntary act and as the free and voluntary act of said Bank, for the uses
and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of October, 19 90.



Margaret A. Kelliher
NOTARY PUBLIC

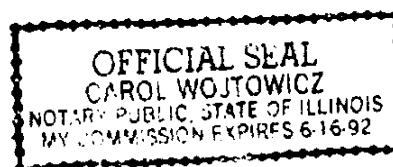
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Carol Wojtowicz, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY that Commercial National
Bank of Berwyn as Trustee, U/T/A dated 6-15-81, Trust, ⁼⁸¹⁰⁰⁵⁵ by John P. Dunne, Vice President,**
** and Carol Ann Weber, Assistant Secretary personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of all rights under any ~~home~~ exemption, exemption
and valuation laws.

GIVEN under my hand and notarial seal this 23rd day of October, 19 90.

Carol Wojtowicz
NOTARY PUBLIC

This instrument was prepared by:
Commercial National Bank of Berwyn
3322 South Oak Park Avenue
Berwyn, Illinois 60402
James A. Cairo
Assistant Secretary



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LAND TRUST RIDER TO MORTGAGE

This Rider is dated October 19th, 19 90 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), Commercial National Bank of Berwyn [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated 06/15/81, 19 81, and known as Trust No. 810055 ("Trust No. 810055") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 810055 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at : 3701 S. 53rd Court
Cicero, Illinois 60650.

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 810055 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. This Mortgage is executed by the undersigned, 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 the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK OF BERWYN, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 19th day of October, 1990.

COMMERCIAL NATIONAL BANK OF BERWYN
as Trustee as aforesaid and not
personally under Trust No. 810055
and dated June 15, 1981

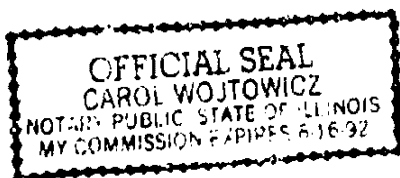
By: [Signature]
Vice President, John P. Dunne

Attest: [Signature]
Assistant Secretary
Carol Ann Weber

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Carol Wojtowicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John P. Dunne, Vice President of COMMERCIAL NATIONAL BANK OF BERWYN and Carol Ann Weber, Assistant Secretary, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appear before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as said Assistant Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of October 19 90.



[Signature]
Notary Public