

91683509 UNOFFICIAL COPY 91683509

HARRIS BANK WINNETKA, N.A.
HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 16th day of December, 1991, between the Mortgagor,
Harris Bank Winnetka, N.A. not personally but as Trustee U/T/A dated 1/28/91
and known as Trust #13736.

Harris Bank Winnetka, National Association whose address is 520 Green Bay Road, Winnetka, Illinois 60093 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Winnetka, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated December 16, 1991, pursuant to which Borrower may from time to time until

December 16, 1998 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 50,000.00 (the "Maximum Credit") plus interest, interest on the sums borrowed

pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After December 16, 1998 (the "Expiration Date") (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by December 16, 1998 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County of COOK, State of Illinois:

Lot 19 in McGuire and Orr's Kenilworth Beach, a subdivision of the Northwest fractional 1/4 of Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1992, as document #7475380, in Cook County, Illinois.

DEBT-01 RECORDING 115.00
DEBT-01 RECORDING 115.00
T#8888 TRAN 7804 12/27/91 11:18:00
48265 4 E 01-683509
COOK COUNTY RECORDER

91683509

Permanent Index Number 05-27-300-023

which has the address of 147 Robsart Place, Kenilworth, Illinois
(herein "Property Address");

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

1500E

UNOFFICIAL COPY

Notary Public

Floyd A. Gammill

Notary Public, State of Illinois
Paula M. Connolly
OFFICIAL SEAL
Notary Commission Expires 9/15/93

GIVEN under my hand and Notary Seal this 24th day of December, 1991.

of said Bank, for the uses and purposes therein set forth.

Instrument as here free and voluntary act, and as the free and voluntary act

said Bank, did affix the said corporate seal of said Bank to said

then and thence acknowledges that she, as custodian of the trust officer did also

for the uses and purposes therein set forth; and the trust officer act of said Bank

own free and voluntary act, and as the free and voluntary act of said Bank

acknowledged that they signed and delivered the said instrument as their

trust officer respectively, appeared before me this day in person and

subscribed to the foregoing instrument as such Senator Vice President and

of Harry's Bank Winnetka, N.A., and Pat K. Erickson, Trust Officer President and

aforsaid, DO HEREBY CERTIFY, that Keith C. Erickson, Senator Vice President

I, the undersigned, a Notary Public in and for said County, in the State

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

Trust Officer

Attest: John E. Zwick

Senator Vice President

B. J. W. C. O.

as aforsaid and not personally,
Harry's Bank Winnetka, N.A., as Trustee

by its trust officer, the day and year first above written.

Vice President and its corporate seal to be renewed by its Senator

Trustee as aforsaid, has caused these presents to be signed by its Senator

waviered hereby shall in no way affect the provisions hereof and this

conveyed by endorsement of the parties hereto, but this

Bank Winnetka, makes no warranties of title to the trust property.

contrary appearing in said mortgage/trust deed, the Land Trustee, Harry's

endorser or guarantor of said note. Notwithstanding anything to the

waviered, and that any recovery on this mortgage/trust deed and the note

implied herein contained, all such liability if any being expressly

indebtedness accruing hereunder or to perform any covenants otherwise

personally to pay said note may accrue thereafter, or any

noticing contained herein any liability on Harry's Bank Winnetka

every person now or hereafter claiming any right or security hereunder that

expressly understood and agreed by the mortgage/trustee herein and by

authoritatively conferred upon and vested in it as such Trustee, and it is

this mortgage/trust deed as trustee as aforsaid, in the exercise of the power and

personal liability but as trustee as aforsaid, in the exercise of the power and

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Agreement; a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; b) is not personally obligated to pay the sums secured by this Mortgage; and c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, 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 Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if; a) Borrower fails to make any payment due under the Agreement secured by this Mortgage; b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage; or c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if: a) all or any part of the Property or an interest therein is sold, transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage; b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorneys' fees, and costs of documentary evidence abstracts and title reports.

18. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements which the Lender is authorized to make under this Mortgage or the Agreement (e.g. for payment of taxes, special assessments or insurance on the Property) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right to homestead exemption in the Property.

UNOFFICIAL COPY

secured by this Mortgage.

or the payment of taxes or other fees, shall be waiver of or preclude the exercise of any such right of remedy. The procurerment of insurance otherwise allowable by law, shall not be a waiver of or preclude the exercise of any such right of remedy. The maturity of the indebtedness

shall be applied by Law, Any other arrangement by Law shall not be a waiver of or preclude the exercise of any such right of remedy.

11. Borrower Not Responsible. Extension of the time for payment of any right of remedy under the Agreement hereunder, or

otherwisewise modify any term of the Agreement by Law, shall not be a waiver of or preclude the exercise of any such right of remedy.

12. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement shall be applied to the Agreement, together with fees and charges as provided in the Agreement.

13. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

14. Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Prop-

erty; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,

declarations, easements or restrictions listed in any title insurance policy to cover title in any title insurance policy insuring Lender's interest in

the Property.

15. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

16. Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Prop-

erty; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,

declarations, easements or restrictions listed in any title insurance policy to cover title in any title insurance policy insuring Lender's interest in

the Property.

17. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

18. Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Prop-

erty; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,

declarations, easements or restrictions listed in any title insurance policy to cover title in any title insurance policy insuring Lender's interest in

the Property.

19. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

20. Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Prop-

erty; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,

declarations, easements or restrictions listed in any title insurance policy to cover title in any title insurance policy insuring Lender's interest in

the Property.

21. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

22. Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Prop-

erty; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,

declarations, easements or restrictions listed in any title insurance policy to cover title in any title insurance policy insuring Lender's interest in

the Property.

23. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

24. Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Prop-

erty; and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,

declarations, easements or restrictions listed in any title insurance policy to cover title in any title insurance policy insuring Lender's interest in

the Property.

25. Preservation and Maintenance of Property; Leasesholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in

good repair and shall not commit impairment of property, including, but not limited to, any proceeding brought by or

procceeding in connection with the Mortgage, unless Borrower and Lender agree in writing otherwise in this Agreement.

26. Protection of Lender's Security. Borrower shall perform the covenants and agreements contained in this Mortgage or

any amendment thereto prior to the date of acquisition of this Mortgage as if the date of acquisition of this Mortgage were the due

date of any payment otherwise than the date of acquisition of this Mortgage.

27. Goodwill and Reputation. Borrower shall not do anything which would impair the reputation of Lender or

any other party prior to the date of acquisition of this Mortgage.

28. Insurance Policies and Premiums. In form acceptable to Lender, Borrower shall in form acceptable to Lender include a standard mortgage clause in favor of and

not be unreasonably withheld, All insurance policies and premiums on insurance policies shall be paid in a timely manner.

The insurance carrier selected by Borrower shall be chosen by Lender to approve, that such approval shall

not be unreasonably withheld, All premiums on insurance policies shall be paid in a timely manner.

29. Hazard Insurance. Borrower shall keep the improvements on the real estate selected by Lender to repair damage to the

property prior to the date of acquisition of this Mortgage, including, but not limited to, any insurance premium.

30. Goodwill and Reputation. Borrower shall not do anything which would impair the reputation of Lender or

any other party prior to the date of acquisition of this Mortgage.

31. Insurance Policies and Premiums. In form acceptable to Lender, Borrower shall in form acceptable to Lender include a standard mortgage clause in favor of and

not be unreasonably withheld, All insurance policies and premiums on insurance policies shall be paid in a timely manner.

32. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the

Agreement shall be applied to the Agreement, then to the principal amount outstanding under the Agreement,

then to interest, fees and charges.

33. Charges: Lenses. Borrower shall pay or provide a prorata over this Mortgage, lenses and other charges, then to interest, fees and charges.

34. Payment of Principal and Interest. Borrower shall pay principal of and interest on the indebtedness incurred pur-

chasees in interest.

35. Covenants of Payments. Unless applicable law provides otherwise, all payments received by Lender under the

Agreement shall be applied to the Agreement, then to the principal amount outstanding under the Agreement,

then to interest, fees and charges.

36. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the

Agreement shall be applied to the Agreement, then to the principal amount outstanding under the Agreement,

then to interest, fees and charges.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

9 1 6 0 3 5 0 9

IF BORROWER IS AN INDIVIDUAL(S):

Type or Print Name

Borrower

Type or Print Name

Borrower

STATE OF ILLINOIS

SS

COUNTY OF

I, _____, a Notary Public in and for

said county and state, do certify that _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19_____.

My Commission Expires:

Notary Public

IF BORROWER IS A TRUST:

This document is made by Harris Bank Winnetka, N.A.

(hereinafter referred to as the Bank), as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Bank because of, or on account of, the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either expressly or implied.

IN WITNESS WHEREOF, Harris Bank Winnetka, N.A.

Trustee as aforesaid, has caused these presents to be signed by its _____ and its corporate seal to be hereto affixed and attested by its _____

(CORPORATE
SEAL)

Harris Bank Winnetka, N.A.

Not personally, but as Trustee under Trust No. I3736

By: _____

Trust Officer

STATE OF ILLINOIS

SS

ATTEST: _____

COUNTY OF _____

I, _____, a Notary Public in and for said county and state, do hereby certify that _____ of _____

and _____ of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____

respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said _____

did also and there acknowledged that he, as custodian, of the corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19_____.

(NOTARIAL
SEAL)

My Commission Expires: _____

This Instrument Prepared By:

Kathleen T. Mauer
520 Green Bay Road
Winnetka, Illinois 60093

After recording, please mail to:

HARRIS BANK WINNETKA
520 Green Bay Road
Winnetka, Illinois 60093
Attn: Loan Department

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3896
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 royalties, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including improvements and additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with all the property Addressed "Property Address";

which has the address of 147 Robsart Place, Kentwood, Illinois
Permafile Index Number 05-27-300-023

91683509

Property of Cook County Clerk's Office

COOK COUNTY RECORDER
45785 E 4-91-633509
147 Robsart Place, Kentwood, Illinois
05-27-300-023

Lot 19 in McCrory's Kentwood Beach, a subdivision of the Northwest tractional 2/4 of Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded April 25, 1992, as document #7475380, in Cook County, Illinois.

To SECURE to Lender the repayment of the principal of the Agreement, advanced in accordance herewith to protect the security of this Mortgage, and interest thereon, together with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following property located in County of Illinois:

(the "Expiration Date") (i) all sums outstanding under the Agreement, may be due and payable on demand; in any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by December 16, 1998. (the "Final Maturity Date").

Agreement is payable at the rate and all sums borrowed after the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement is payable at the rate and all sums outstanding under the Agreement, plus interest on the sums borrowed pursuant to the Agreement plus interest thereon, may be due and payable on demand; in any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by December 16, 1998.

WHEREAS, Borrower and Lender have entered into a Harris Bank Winnebka, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated December 16, 1991, pursuant to which Borrower may from time to time until December 16, 1998, borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 50,000.00.

Harris Bank Winnebka, National Association whose address is 520 Green Bay Road, Winnebka, Illinois 60093 (herein "Lender").

91683509

HOME LINE CREDIT MORTGAGE

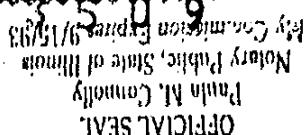
HARRIS BANK WINNEBKA, N.A.
16th day of December, 1991.

This Home Line Credit Mortgage is made this 16th day of December, 1991, between the Mortgagor,

Harris Bank Winnebka, N.A., not personally but as trustee U/T/A dated 1/28/91

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Notary Public

GIVEN under my hand and Notary Seal this 24th day of October, 1991.

of said Bank, for the uses and purposes theretofore set forth.

Instrument as her free and voluntary act, and as the free and voluntary act of said Bank, did affix the said corporate seal of said Bank to said

then and there acknowledge that she, as custodian of the Trust Officer did also for the uses and purposes therein set forth; and the Trust Officer did also own free and voluntary act, and as the free and voluntary act of said Bank acknowledge that they signed and delivered the said instrument as their

trustee respectively, appeared before me this day in person and subscribed to the foregoing instrument as such Senator Vice President and

of Harry's Bank Winnetka, N.A., and Pat K. Erickson, Trust Officer of said Bank, personally known to me to be the same persons whose names are of Harry's Bank Winnetka, D.O HEREBY CERTIFY, that Keitch C. Erickson, Senator Vice President

I, the undersigned, a Notary Public in and for said County, in the State

STATE OF ILLINOIS)
SS
COUNTRY OF COOK)

Trust Officer Attest: Pat K. Erickson

By: Pat K. Erickson
Senator Vice President

IN WITNESS WHEREOF, Harry's Bank Winnetka, N. A., note personal but as

Trustee as afforesaid, has caused these presents to be signed by its Senator Vice President as aforesaid and not personally,

by its Trust Officer, the day and year first above written.

Trustee as afforesaid, has caused these presents to be signed by its Senator Vice President and its corporate seal to be hereunto affixed and attested

contrary appearing in said mortgage/trust deed, the Land Trustee, Harry's Bank Winnetka, makes no warranties of title to the trust property.

Conveyed hereby shall be solely against liability, if any being expressly

secured hereby shall be solely against liability, if any being expressly

wavied, and that any recovery on this mortgage/trust deed and the note

or implied herein contained, all such liability, if any being expressly

indebtedness accruing hereunder or to pay said note that may accrue thereon, or any

personal liability to pay said note any interest that may accrue thereon, or any

shall be construed as creating any liability on Harry's Bank Winnetka

noticing contained herein or in the note secured by this mortgage/trust deed

every person now or hereafter claiming any right or security hereunder that

expressly understood and agreed by the mortgagee/trustee herein and by

authority conference upon and vested in it as such trustee, and it is

this mortgage/trust deed but as trustee as afforesaid, in the exercise of the power and

personality but as trustee as afforesaid, in the exercise of the power and

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Property of Cook County Clerk's Office