

UNOFFICIAL COPY 8-1-122918

**COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND
Fixture Filing**

COLE TAYLOR BANK NOT PERSONALLY BUT AS TRUSTEE D/T/A DATED OCTOBER 3, 1988 A/K/A
TRUST NO. 88087

(“Borrower”) and the other party to this Agreement are hereinafter referred to as “Lender” and the party to whom payment is due is referred to as “Debt-01 RECORDED”.

91122918 WITNESSETH:

91122918 WITNESSETH: 16084 C 4-91-122918
COLE TAYLOR DASK NOT PERSONALLY BUT AS TRUSTEE D/T/A DATED OCTOBER 1, 1984, COOK COUNTY RECORDER.

COLE TAYLOR BANK NOT PERSONALLY BUT AS TRUSTEE D/T/A DATED OCTOBER 1994
TRUST NO. BB0987

Property and fixtures, and between such other parties as may be named in the instrument of conveyance, noted before the Notary Public, to the order of [Lender] in the

FOURTEEN THOUSAND NO 100-0000000000000000 (\$14,000.00)

The amount of principal and balance of the last scheduled payment will be \$175.09. The rate is THIRTEEN AND ONE HALF (13.5%) per annum. The term of the loan is 36 months. Payment

FEBRUARY 3, 1991 (the "Initial Date") and the **3RD** day of each month, commencing
JANUARY 3, 1994 ("Maturity")

Now, as the name of the expert panel and selected interview shall be due respectability.

The interest rate mentioned above is applied to each principal payment. The principal payments referred to in the Note on or off the Note contract are to be paid in monthly installments. The principal rate is the rate of interest established by the Note contract. The principal rate is the rate established by the Note contract, except in the case of the principal payment which is established by the relationship of the principal rate to the principal amount known as the "fixed and ready" of Lender, which prime rate is to be paid by Lender from time to time coincidentally with each principal payment, unless otherwise provided, without notice to anyone, nothing herein to the contrary notwithstanding, the "fixed and ready" rate referred to above is the rate charged by Lender to its best customers for loans of similar amounts and terms, interest on the outstanding principal amount to be charged on the basis of the principal amount to the rate of 10% before (4%) and after the date of the Note on or off the Note contract. If any payment of interest or principal is made before the date specified in and when due, the power shall be charged at the rate of 10% before (4%).

in consideration of the amount or sums so deducted by the Note and the heretofore paid upon the same, and the amount of such deduction. That the advances of any, or all, or part of the Note, may be made at any time and in any event, prior to the date of payment of the Note, to the extent to the same extent as if such advances were to be made in the name of the Note. Borrower does by these presents CONVEY and MORTGAGE unto Lender all of his powers, estate, right, title, claim, interest in the land situated in the County of Wayne, Indiana, in the county book and state of Indiana, described as follows:

LOTS 55 TO 58 INCLUSIVE IN FOWLER RESUBDIVISION OF PART OF THE SOUTH SIDE
HOMESTEAD ADDITION A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF
SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

B0713821ⁿ

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LOTS 395 AND 396 IN SOUTH SIDE HOMSTEAD ASSOCIATION ADDITION IN THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N# 20-09-103-005 AFFECTS LOTS 55 & 56, 20-09-103-006 AFFECTS LOT 395, 20-09-103-007 AFFECTS LOT 396, 20-09-103-008 AFFECTS LOT 57 AND 20-09-103-009 AFFECTS LOT 58

COMMON ADDRESS: 3859 SOUTH HALSTED, CHICAGO, ILLINOIS 60609

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7/1/2018

Further, Borrower warrants, covenants and agrees as follows:

1. Duty To Maintain Premises and Title Premises. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep the premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanic's Liens or other Liens or claims for Lien, (c) pay when due any indebtedness which may be secured by a Lien or charge on the premises, and upon request exhibit satisfactory evidence of the discharge of such Lien to Lender, (d) complete within the premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the premises and the use of the premises; (f) refrain from impairing or diminishing the value of the premises.

2. Taxes, Assessments and Charges. Borrower shall pay, when due and before any penalty attaches, (a) general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the premises. Borrower shall, upon written request, furnish to Lender duplicate paid receipts for such taxes, assessments and charges. To prevent default hereunder, Borrower shall pay in full, prior to such tax, assessment or charge becoming delinquent, under protest, in the manner provided by statute, any tax, assessment or charge which Borrower may desire to contest.

3. Leases. Upon the request of Lender, Borrower shall deliver to Lender all original leases of all or any portion of the premises, together with assignments of such leases from Borrower to Lender which assignments shall be in form and substance satisfactory to Lender.

4. Condemnation. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the premises for public use are hereby transferred, assigned and shall be paid to Lender and the proceeds of any part thereof may be applied by Lender, after the payment of all of its expenses, including costs and attorney's fees, to the reduction of the indebtedness secured hereby and Lender is hereby authorized, on behalf and in the name of Borrower, to execute and deliver valid acquittances and to appeal from any such award.

5. Non-Exclusivity and Preservation of Remedies. No remedy or right of Lender hereunder shall be exclusive. Each right and remedy of Lender with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Lender in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or replevin therefor, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender.

6. Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning, windstorms and such other hazard as may from time to time be designated

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by Lender, including, without limitation, flood damage, where Lender is required by law to have the loans evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the outstanding principal amount of the Note. All policies shall be issued by companies satisfactory to Lender. Each insurance policy shall be payable to Lender, subject to cancellation or endorsement. In form a substance satisfactory to Lender, Borrower shall deliver all insurance policies, including additional and renewal policies, to Lender. In case of insurance about to expire, Borrower shall deliver to Lender renewal policies not less than ten days prior to the respective dates of expiration. Upon the occurrence of any event insured against by any of the aforementioned insurance policies, and the receipt of insurance proceeds by Lender, Lender shall, at its option, after payment of all of Lender's costs and expenses with respect thereto, including outside or in-house attorney's fees, apply such proceeds to the reduction of the liabilities, in such order of application as Lender may determine.

7. Expenses. Upon default hereunder, and at any time during a suit to foreclose the Lien of this Mortgage and prior to a sale of the Premises, Lender may, but need not, make any payment or perform any act required by Borrower hereunder in any form and manner deemed expedient by Lender, and Lender may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Lender may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or receive from any tax sale or forfeiture effecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes authorized in this Mortgage and all expenses paid or incurred in connection therewith, including outside or in-house attorney's fees, and any other money advanced by Lender to protect the premises or the Lien thereon, plus reasonable compensation to Lender for each matter concerning which action therein authorized may be taken, shall be additional liability and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity or post default (whichever is higher) interest rate set forth in the Note. Inaction of Lender on account of any default hereunder.

8. No Inquiry for Expenses. If Lender makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Lender may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9.1 Environmental Warranties and Representations. Borrower warrants and represents to Lender that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental contamination") has occurred or is existing on any portion of any Premises or, to the best knowledge of Borrower, on any other real estate now or previously owned, leased, occupied or operated by Borrower or Obligor or with respect to Borrower's or Obligor business and operations, and neither Borrower nor Obligor has received notice, or oral or written, from any source, of any of the following occurrences:

9.1.1 any such Environmental Contamination;

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any monies received by the debtor with respect to his or her business or property, which payment shall serve the purpose in full of the judgment.

9.5 Environmental Defaults. The breach of any water interest, represented by one or more of the agreements contained in Paragraph 9.1 through 9.4 above, will give the Lender the right to demand or withhold any notice of the type described in Paragraph 9.1 of this Mortgage, regardless of whether any such notice was given under any of the types described in Paragraph 9.1 of this Mortgage, provided, however, that whether the Lender may demand or withhold any notice of the type described in Paragraph 9.1 of this Mortgage, or otherwise, shall be determined by the court of law in which the action is brought, and if the court shall determine that the Lender shall be entitled to demand or withhold any notice of the type described in Paragraph 9.1 of this Mortgage, or otherwise, applicable to it,

9.6 Environmental Provisions Binding on Beneficiaries. If Borrower is a corporation, all environmental representations, covenants and agreements contained in Schedule 9.6 of this Mortgage will also apply and bind the beneficiaries of the Land, the title to which Borrower is transfer-

10. Default. If at any point, at the sole option of Lender, the Note and all other obligations due hereunder are immediately due and payable and Borrower shall fail to pay the same when due, then Lender may, without notice or demand, exercise its rights under this Note and extend all of their rights and remedies available to them under law, including, but not limited to, the recovery of all amounts due and owing on the Note, the Premium and other costs incurred in connection with the collection of the Note, and the right to foreclose on the Collateral Properties. The term "Borrower" in the Note means the individual(s) designated as primary obligors, and the failure of any one or more of them to pay the Note, in accordance with the terms hereof, shall not constitute a defense to the other(s). The term "Lender" in the Note means the individual(s) named as the holder(s) of the Note, and the failure of any one or more of them to receive payment of the Note, in accordance with the terms hereof, shall not constitute a defense to the other(s). The term "Collateral Properties" in the Note means the property described in the Security Agreement, and the term "Security Agreement" means the document executed by Borrower in favor of Lender, which contains the following covenants and agreements:

12. Definition of Obligation. "Obligation" means and includes all obligations, whether express or implied, arising out of the sale of the property, including the liability for payment of taxes, insurance premiums, and other expenses of ownership, and the liability for payment of any sum required to be paid by the buyer under the terms of the power of attorney or will, be it known, that the obligation referred to in this section is not limited to the amount of the consideration paid by the buyer to the vendor, created, arising or otherwise.

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shall the Lien of the Mortgage secure outstanding Liabilities in excess of 200% of the original stated principal amount of the Note.

13. Foreclosure. When any of the Liabilities shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the Lien of this Mortgage. In any suit to foreclose the Lien of this Mortgage, there shall be allowed and included and additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Lender for outside or in house attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens Certificate, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Lender. All expenditures and expenses mentioned in this paragraph shall become additional Liabilities and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity or post default (whichever is higher) rate set forth in the Note or herein, when paid or incurred or paid by Lender or on behalf of Lender in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Lender shall be a party, as plaintiff, claimant, defendant or otherwise, by reason of this Mortgage or any Liabilities; or (b) preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after default under the Note, whether or not actually commenced; or (c) preparations of the defense of any threatened suit or proceeding which might effect the Premises or the security hereof, whether or not actually commenced.

14. Proceeds of Foreclosure. The proceeds of any foreclosure sale shall be distributed and applied in the following order or priority: **first**, to the reasonable expenses of such sale; **second**, to the reasonable expenses of securing possession of the Premises before sale, holding, maintaining and preparing the Premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable outside or in house attorneys' fees, payments made pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this Mortgage and other legal expenses incurred by Lender; **third**, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the Liabilities issued by this Mortgage additional to that evidence by the Note, with interest thereon as herein provided, second interest remaining unpaid on the Liabilities evidenced by the Note; **fourth**, to the remittance of any surplus to Borrower, or if Borrower is a land trustee to the beneficiaries of the land trust of which Borrower is trustee, or as otherwise directed by the court.

15. Receiver. Upon, or at any time filing of a complaint to foreclose this Mortgage, as otherwise permitted by the Illinois Mortgage Foreclosure Law, the court in which such suit is filed may appoint a receiver of the Premises, or may appoint the Lender a mortgagee in possession of the Premises. Such receiver, or Lender as mortgagee in possession, shall have power to collect the rents issues and profits of the Premises and shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises.

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16. Unavailability of Certain Defenses. No actions for the enforcement of the terms of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

17. Inspection. Lender shall have the right, but not the obligation, in its sole discretion, to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. The foregoing does not relieve Borrower from any obligation under this Mortgage, the Note or any other instrument securing the Liabilities, to maintain the Premises.

18. Estoppel Statement by Borrower. Borrower shall, within ten days of a written request therefore from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the then outstanding balance of the Note and that there are no rights of set-off, counterclaim or defense which exist against such balance or any of the Liabilities.

19. Taxes and Insurance. On written request by Lender, Borrower shall pay to Lender on the day monthly installments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum thereby "Funds" equal to one-twelfth of the yearly taxes and assessments on the Premises, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonably estimated thereof. The Funds shall be held in one institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including vendor of Lender if such an institution). Lender shall apply the funds to pay said taxes, assessments, and insurance premiums. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower without charge, on Borrower's written request, an accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. Borrower hereby pledges the Funds as additional security for the payment of the Liabilities, and authorizes Lender to deduct from the Funds any past due Liabilities, without prior notice to Borrower, whether or not a default has occurred. If the amount of the Funds by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay said taxes, assessments and insurance premiums as they fall due, such excess shall, requested by Borrower, be either promptly repaid to Borrower or credited to Borrower in monthly installments of Funds, at Borrower's option. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon payment in full of all Liabilities, Lender shall promptly refund to Borrower any Funds held by Lender. If the Premises are sold during or on the completion of any foreclosure proceedings, Lender shall apply, no later than immediately prior to the sale of the Premises, any funds held by Lender at the time of application as a credit against the Liabilities.

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21. Binding on Assigns. This Mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons or parties claiming under or through Borrower. The singular shall include the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "lender" includes the successors and assigns of Lender.

22. WAIVER OF REDEMPTION. IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER HEREBY WAIVES AND ALL RIGHTS OF REDEMPTION FOR ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON CLAIMING THROUGH BORROWER AS A SUCCESSOR.

23. Special Provisions Concerning Land Trustee. If Borrower is a land trustee, this Mortgage is executed by Borrower not personally, but as Trustee in exercise of the power and authority conferred upon and vested in it as such trustee, and insofar as said Trustee is concerned, payable only out of the trust estate which is part of securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof, no personal liability shall be asserted or be enforceable against Borrower, as Trustee, because of in respect of this Mortgage in the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

24. Waiver of Homestead. Borrower hereby waives and conveys to Lender any rights or estate of homestead in the Premises which Borrower may now or hereafter have under the laws of the State of Illinois. If anyone in addition to Borrower has executed this Mortgage, such person, by his or her signature, hereby waives and conveys to Lender any rights or estate of homestead in the Premises which such person may now or hereafter have under the laws of the State of Illinois, and the signature of such person is made solely for purposes of such waiver or conveyance.

25. Governing Law; Severability. This Mortgage has been made, executed and delivered to Lender in Illinois and shall be construed in accordance with the internal laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

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May 1, 1990

WITNESS that over the same record and delivered this Mortgage act on the day and year
set forth below:

ADDITIONAL SIGNATORIES FOR
WAIVING AND CONVEYING HOMESTEAD
RIGHTS, IF ANY:

BORROWER:

COLE TAYLOR BANK NOT PERSONALLY
BUT AS TRUSTEE U/T/A DATED
OCTOBER 3, 1988 A/K/A TR. NO. 88087

Dorothy D. Chaptik, A.V.P.

ATTEST: *Suzanne C. Hart*
Asst. Secy.

NOTARIZATION FOR LAND TRUSTEE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, undersigned, a Notary Public in and for said County, in the State of of aforesaid, hereby certify that on the 3rd day of January, 1990, personally appeared before me Verne E. Corbin and Laetitia C. Hart, Asst. Secy known to me to be the same persons whose names are subscribed to the foregoing mortgage and known to me to be the Ant., Vice Pres., COLE TAYLOR BANK and the Asst. Secretary, respectively of Cole Taylor Bank a (N) State (Corporation, as Trustee, and acknowledged and agreed that they signed the foregoing Mortgage, as said officers and affixed the seal of said Bank thereto, as Trustee, all for and on behalf of said (Corporation), as Trustee, as their free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth including, if applicable, any waiver of conveyance of redemption or homestead.

THIS DOCUMENT WAS PREPARED BY AND
SHOULD BE MAILED TO:

COLE TAYLOR BANK
1542 W. 47TH ST.
CHICAGO, ILLINOIS 60609
ATTN: COMMERCIAL LENDING

Given under my hand and notarial seal this 3rd day of January 1991

Rebecca X. Munyes
NOTARY PUBLIC

(SEAL)

My commission Expires

" OFFICIAL SEAL "
RE: UCCIA A. MARYAS
NOTARY PUBLIC STATE OF ILLINOIS
MAY 1990 EXPIRES 3/1/91

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, acknowledgments and agreements herein made on the part of the trustee will in no event limit or affect the liability of the indorsees, represented herein, except in so far as the same may be limited by the terms of the instrument of trust, or in so far as the same may be limited by law. The trustee shall not be liable for any loss or damage sustained by the indorsees, represented herein, in so far as the same may be limited by law. The trustee shall not be liable for any loss or damage sustained by the indorsees, represented herein, in so far as the same may be limited by law. The trustee shall not be liable for any loss or damage sustained by the indorsees, represented herein, in so far as the same may be limited by law. The trustee shall not be liable for any loss or damage sustained by the indorsees, represented herein, in so far as the same may be limited by law. At the benefit and expense of the indorsees, represented herein, the trustee, in the enforcement of any security interest held by the trustee, represented herein, shall not incur any personal liability, if any, being expressly waived and released.

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