CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form metas any warranty with respect thereto, including any werranty of merchanishting or fitness for a particular purpose.

91167507

THIS INDENTURE, mad	le January 15 1991 , between	
	pany of Illinois as successor to State , T/U/T 6658 dated 2/16/81,	
	ncoln Ave., Skokie, IL 60077	
(NO. AND ST		<b>\$ 16.00</b>
	dangors," and	\$ 16.00
	tt Ave., Chicago, IL 60626	
(NO, AND ST		Above Space For Recorder's Use Only
herein referred to as "More THAT WHEREAS to	he Mortgagors are justly indebted to the Mortgages upon the ins	tallment note of even date herewith, in the principal sum of
4 20 820 72	and Fight Hundred Twenty and 73/100-:  ), payable to the order of and delivered to the Mortgages, in and	be which over the Martingues promise to pay the suid principal
sum and interest at the exte	e and in installments as provided in said note, with a final payment of	of the balance due on the 18th day of January
of such appointment, then	npa. ar interest are made payable at such place as the hokiers of the at the office Montgagee at Lovy Venture Manage note of 0.6	umont, Inc., 7524 N. Wolcott
NOW, THEREFORE and limitations of this more consideration of the sum of Morranges, and the Morra	E, the Mortsuler's is secure the payment of the said principal sum of rigage, and the principal sum of the covenants and agreements here to bollar in him, pold, the receipt whereof is hereby acknowledge agee's successors of assigns, the following described Real listate an of Evanston	money and said interest in accordance with the terms, provisions in contained, by the Mortgagors to be performed, and also in ed, do by these presents CONVEY AND WARRANT unto the dult of their estate, right, tule and interest therein, situate, tying
of the north 1	5 IN BLOCK 2 IN J.S. HOVIANDS EVANSTON WEST 1/4 OF SECTION 13, TOWNSHIP 41 NOI IDIAN, IN COOK COUNTY ILLINOIS.	SUBDIVISION OF THE SOUTH EAST 1/4 RTH, RANGE 13 EAST OF THE THIRD
	0	
	4	
	C	
which, with the property h	ereinafter described, is referred to herein as the "premiser,"	
See Rider att	ached herete and made a part hereof.  dex Number(s): 10-13-118-049	
Addressles) of Real Estate	1818 Brown Street, Evenston, 711inois	B
Whitester) of Man Drive		
FOLESSIER RINGOL DAMPS NAS	improvements, tonements, easoments, fixtures, and appurtenances is as Mortgagors may be entitled thereto (which are pledged primari is articles how or hereafter therein or thereon used to supply hear, gaintrolled), and ventilation, including (without restricting the foregoinings, stoves and water heaters. All of the foregoing are declared to it is similar appuratus, equipment or articles hereafter placed in the part of the real estate.	the artifult and second and a suffice to the collection bush prefettly distributed at the sector
TO HAVE AND TO	HOLD the premises unto the Mortgagee, and the Mortgagee's succe	
The name of a record owner	all rights and benefits under and by virtue of the Homestead Exemple expressly release and waive. La dora and Tommio Southall softs: La dora and Tommio Bouthall softwa pages. The coverants, conditions and provisions appearing	on one 2 the severe did of the garages are incorporated
herein by reference and are	s of two pages. The covenants, conditions and provisions appearing a part hereof and shall be binding on Mortgagors, their heirs, succeand seal of Mortgagors the day and year first above written.	saurs and sealens.
+	• •	6 38, 6, 8ed 2/1:785
TYPE NAME(S) BELOW	150%	(Sea))
SIGNATURE(S)		- Amortin III -
State of Illinois, County of	in the State aforesaid, DO HEREBY CERTIFY that	1, the suggestigned, a Notary Public in and for said County
IMPRESS SEAL HERE	personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that h signed, sealed and delivered the said instrument as free and voluntary set, for the uses and purposes therein set forth, including the release and waiver of the	
Given under my hand and c	right of homestead. official scal, thisday ofday of	10
Commission expires		Notary Public
This instrument was prepar	red by Thomas S. Reif Whomas S. Reif, 333 W. Wacker Drive; Su	• • • • • • • • • • • • • • • • • • • •
Mail this instrument to	homas S. Reif, 333 W. Wacker Drive, Su:	ice /UU, James A. Keiman & Associates,
<u>c</u>	hicago, Illinois 60606-1225	(STATE) (ZIP CODE)
OR RECORDER'S OFFIC	••••	(SIP CODE)

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Morigagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not'expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Morigages; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipls therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of illinois deducting from the value of land for the purpose of laxation any iten thereon, or imposing upon-the Mortgages the payment of the whole or any part of the taxes or assessments or charges or lieus herein required to be hald by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages's inferest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgages, shall pay such taxes or assessments, or reimburse the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the lasuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time ar the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall k op all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstone under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing its rame or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagoe, under insurance policies payable in take of ioss or damage, to Mortgagoe, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall arilver all policies, including additional and renewal policies, to the Mortgagoe, and in case of insurance about to expire, shall deliver ten wal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Nortgages may, but need not, make any payment or perform any act increinbefore required of Mortgagors in any form and manner deemed expedien, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, or points or settle any tax lies or other prior lies or claim thereof, or redeem from any tax sale or forfeiture affecting said premize or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the lies here f, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois taw. Inaction of Mortgagors.
- 3. The Mortgagee making any payment hereby au'notized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office winduty into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or thus or claim thereof.
- 9. Morigagors shall pay each item of indebtedness herein non-loned, both principal and interest, when due according to the terms hereof. At the option of the Morigages and without notice to h origagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary. Some due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; or b) when default shall occur and continue for three days in the performance of any other agreement of the Morigagors herein contained.
- 10. When the indebtedness hereby secured shall become due when the acceptation of otherwise. Mortgages shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there that be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred or or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred or or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expense evidence, stenographers' charges, but it is included as and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title as an origage may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purtuent to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the theory of the decree in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of a the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortagagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which swip complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver shall have power to collect the renta, issues and profits of said premises during the pendency of such forectionure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment are other lies which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Morigagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagees" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

porsonal plability of the guaranter, if any. in the manner herein and in said Note provided or by action to enforce the conveyed for the payment thereof, by the enforcement of the lien hereby created any indebiedness accruing hrerunder shall look sololy to the premises hereby concerned, the legal holder or holders of said Note and the owner or owners of and said MBD TRUST COMPANY OF ILLINOIS F/k/a STATE NATIONAL BANK personally are right or security hereunder and that so far as the First Party and its successors expressly waived by Trustee and by every person nor or hereafter claiming any ofther express or implied herein contained, all such liability, if any, being thereon, or any indebtedness accruing hereunder, or to perform any covenant WATIONAL BANK porsonally to pay the said Note or any interest that may accrue as creating any liability on the said MBD TRUST COMPANY OF ILLINOIS TAKE STATE stood and agreed that nothing herein or in said Note contained shall be construed Full power and authority to execute this instrument) and it is expressly undre-COMPANY OF LLLINOIS, f/k/a STATE NATIONAL BANK, horoby warrants that it nossesses authority conferred upon and vested in it as such Trustee (and said MBD TRUST BANK, not personally but as Trustee as aforesaid in the exercise of the power and This MURTCAGE is executed by MBD TRUST COMPANY OF ILLINOIS, E/k/a STATE MATIONAL

herounte affixed by its Astivant Secretary, the day and year first above written. to be signed by its Assistant Vice President, and its corporate seal to be not personally but solely as Trustee as aforesaid, has caused these presents IN WITNESS WHEREOF, JAD TRUST COMPANY OF ILLINOI, f/k/a STATE NATIONAL BANK,

STATE MATIONAL BANK Solely as Trustee NID TRUST COMPANY OF ILLINOIS E/K/A

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VEEDSEL

Krateroug) **Assistant** 

STATE OF ILLINOIS)

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Assistant Vice President of MBA FRUST COMPANY OF and for and County, in the State aforeant? By HEREBY CERTIFY,

of said Company, who are personally known to me to be the same persons whose names Assistant Secretary двогде да Година

and purposes therein set forth. the free and voluntary act of said Company, as Trustee as aforesaid, for the uses to said instrument as said Assistant Secretary's own free and voluntary act as of the corporate seal of said Company, did afflex the corporate seal of said Company Secretary then and there acknowledged that said Assistant Secretary as custodian aforesaid, for the uses and purposes therin ser forth; and the said Assistant and voluntary act and as the free and vountary act of said Company, as Trustee as acknowledged that they signed and delivered that said instrument as their own free Assistant Secretary, respectively, appeared before me this day in person and are subscribed to the aforegoing instrument as such Assistant Vice President and

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## RIDER

This Rider is attached to and is hereby made a part of that certain Mortgage (Illinois) (the "Mortgage"), dated January 15, 1991, executed by NBD Trust Company of Illinois as successor to State National Bank, not personally, but as Trustee under Trust Agreement, dated February 16, 1981, and known as Trust No. 6658, which Mortgage is security for an Installment Note of even date herewith (the "Note"). The terms set forth herein shall control in the event of a conflict between the terms hereof and the terms of the Mortgage.

The Mortgagor further agrees as follows:

- The Mortgagor shall pay to the holder of the Note (the "Holder"), on the same day that Mortgagor makes its monthly payment under the Note, one-twelfth (1/12th) of the Holder's reasonable estimate of the current amount of the annual real estate tax bill and casualty and liability insurance premium for the subject property (collectively, "Impositions") in order that the Holder shall have on leposit at all times during the duration of this Mortgage an amount equal to Mortgagor's accrued liability for Impositions. No interest shall be paid on any sums so deposited by Mortgagor. Such monthly deposits shall be applied against Mortgagor's obligation to pay Impositions and other lienable trap sitions as the same become due and payable. The payment of the deposits shall not limit or atter in any respect the obligation of Mortgagor to pay the Impositions. Anything herein to the contrary no withstanding, the Holder may apply any part or all of the monies deposited for the payment of Impositions hereunder to cure any default of Mortgagor under this Mortgage or the Note, in which case Mortgagor agrees to pay to the Holder, within three (3) business days of written demand therefor, an amount equal to the amount so applied. Upon receipt of the actual bill for any Imposition, if the amount due is greater than the amount deposited with the Holder pursuant to this paragraph, Mor gagor shall pay the difference within ten (10) days of written demand. If the amount due is less than the amount deposited with the Holder, the amount in excess of such sum shall be credited against the next installment due. Mortgagor expressly agrees that the Holder may commingle the deposits due hereunder with other sums held by the Holder.
- R-2. Within fifteen (15) days after the issuance of a bill for any Imposition, the Mortgagor shall forward said bill to the Holder together with the amount, if any, by which the said bill exceeds the amount previously deposited by the Mortgagor with the Holder. Upon receipt of such bill and additional payment, if any, the Holder shall promptly pay the amount due under such bill to the proper governmental body or insurance company and shall forward to the Mortgagor a receipted copy of said paid bill. It shall be the sole responsibility of the Mortgagor to obtain a copy of the yearly real estate tax bill and insurance bill and to deliver same to the Holder for payment. In the event the Holder does not receive said tax bill or insurance bill in time to promptly satisfy such payment, the Holder shall not be liable or responsible for the payment of such bill if the Mortgagor has not deposited sufficient funds to pay same nor shall the Holder be liable or responsible for any penalty imposed on any delinquent payment or for any or feiture or cancellation for any non-payment.
  - R-3. The Mortgagor shall maintain at all times during the existence of this Mortgage:
  - (a) extended coverage fire and roof collapse insurance on the subject property, in an amount not less than the full insurable replacement value thereof; and
  - (b) comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the subject property and the adjoining and related parking areas, streets, sidewalks and passage ways, such insurance to afford protection of not less than \$300,000.00 with respect to bodily injury or death to persons with respect to each person and \$300,000.00 in the aggregate for each occurrence, and not less than \$250,000.00 with respect to property damage.
- R-4. All insurance policies required hereunder shall be obtained by the Mortgagor, at Mortgagor's sole expense. The insurance required pursuant to this Rider shall be issued by companies of recognized financial standing authorized to issue such insurance in the State of Illinois. Every policy which Mortgagor is obligated to carry under the terms of this Rider shall contain an agreement by the insurer that it will not cancel or amend such policy except after thirty (30) days' prior

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written notice to the Holder. The Holder shall be named as an additional insured in each such policy required hereunder. The Mortgagor agrees to have included in said policies a waiver of subrogation by the insurance carrier. Certificates evidencing such policies of insurance shall be furnished to the Holder by the Mortgagor.

- R-5. Insurance claims accruing by reason of damage to or destruction of any portion of the subject property shall be adjusted only by Holder, and the entire amount of any proceeds paid pursuant to any such claim shall be paid only to the Holder, and Mortgagor shall have no claim thereto or interest therein.
- R-6. Any default in the provisions of this Rider are to be considered a material default in the provisions of the Mortgage.

NBD TRUST COMPANY OF ILLINOIS, as successor to State National Bank, not personally, but as Trustee under Trust Agreement, dated February 16, 1981, and known as Trust No. 6658

Stopology Ox C This document is executed by NID PUST COMPANY OF TILINOIS, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the coverants and coxditions to be performed hereunder by NIID Trust Company of Illinois are undertaken by it solely as Trustee as aforesaid and not individually, and no persoral or individual liability shall be a served or enforceable against NBD Trust Company of Illinois by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contains in this instrument. It is expressly understood and agreed by and between the parties herato, and by every person, firm or corporation hereafter claiming any interest under this document, that NND TRUST COMPANY OF ILLINOIS, as Trustice aforesaid, and not personally, has joined in the execution of this document for the sole purpose of subjecting the trust estate under said Trust No. 6658 to the terms of this docthemt; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said MRD TRUST COMPANY OF ILLINOIS, as Trustee, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 6658 their successors in rights of ownership and control of said Real Estate, and not by NIW TRUST COMPANY OF ILLINOIS, personally, and further, that no duty shall rabt upon MID TRUST COMPANY OF THINOIS, either personally or as said Trustee, to sequester trust assuch, rentals, avails or processls of any kind, or otherwise to see to the fulfillment or discharge of any obligation, expressed or implied, arising under the terms of this document except where graid Trustee is acting pursuant to direction as provided by the terms of said Trust No. 6658 and after the Trustee has first been supplied with funds required for the purpose; it is further enderstood and agreed that the said Trustee has no agents or employees and will merely hold have legal title to the property berein described; that said Trustee has no control over, and under this document assumes no responsibility for (1) the management or control of such property; (2) the unkeep, inspection. maintenance or repair of such property; (3) the collection of rents or the rental of such proparty; or (4) the conduct of any business which is carried on upon such premises.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Trust Company of Illinois, shall have no limbility, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (11) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investipation and laboratory fees, court costs, and litigation expenses.

In the event of any conflicts between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern. FORM A SHIP TO BE THOSE TO A SECTION to to these kinds that have been a new and any ad little concession to a mailton of the provider of a

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The County Clerk's Office