

APPLICATION NO. 34754  
DOCUMENT NO. 34754

VOLUME 1081 PAGE 434  
CERTIFICATE NO. 1538867  
OWNER RONALD E. BLOCK, AND SPOUSE

NOV 25 1991

**CERTIFICATE OF TITLE**

92084562

Date Of First Registration

MAY TWENTY SEVENTH (1760), 1940  
TRANSFERRED FROM [unclear]  
CERTIFICATE NO. [unclear]

MAIL TO  
STATE OF ILLINOIS  
COOK COUNTY  
Bel 353

I Carol Meseley Braun Registrar of Titles and for said County, in the State aforesaid, do hereby certify

RONALD E. BLOCK AND DONNA L. SPURK  
(Married to each other)  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

92084562

of the County of Cook and State of Illinois the owners of an estate in fee simple, in the following desc. land situated in the County of Cook and State of Illinois.

**DESCRIPTION OF LAND**

LOT SIX  
LOT SEVEN

In Regina's Subdivision, being a Subdivision of the South half (1/2) of the North Half (1/2) of the East half (1/2) of the First Half (1/2) of the 1st Half (1/2) at the Southwest quarter of Section 12, Township 18 North, Range 12, East of the Third Principal Meridian.

RECORDED  
OCT 12 1991 12:10:00  
92-084562

18-25-305-009

Subject to the Estates, Easements, Incumbrances and Charges noted the following memorials page of this Certificate.

**Witness** My hand and Official Seal

this EIGHTEENTH (18th) day of OCTOBER A. D. 1990

Registrar of Titles, Cook County, Ill.

72-73-894

7300

# UNOFFICIAL COPY

## MEMORIALS

### OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR	SIGNATURE OF REGISTRAR
9021-00 In Duplicate	Subject to General taxes levied in the year 1990. Plan of Division Subdivision recorded as Document Number 11394512 with easements and dedications thereon which includes lots 1 to 24 both inclusive in said Subdivision. Mortgage from Donald F. Bigels, to Margaretten and Company, Inc., a corporation of the State of New Jersey, to secure note in the sum of \$98,000.00, payable as therein stated. For particulars see Document. (Under Attached)	June 1, 1985	June 1, 1985 1:17 PM	<i>[Signature]</i>
113945 In Duplicate	Mortgage from Donald F. Bigels and Vera A. Bigels, to Standard Federal Savings and Loan Association of the United States of America, to secure note in the sum of \$40,000.00, payable as therein stated. For particulars see Document. (Under Attached)	June 1, 1985	June 1, 1985 1:17 PM	<i>[Signature]</i>
9021-00 9021-01	General Taxes for the year 1990. Subject to General Taxes levied in the year 1991. Mortgage from Donald F. Bigels and Vera A. Bigels, to Theresa-Said Co., Inc., to secure note in the sum of \$10,000.00, payable as therein stated. For particulars see Document.	Oct. 10, 1990	Oct. 16, 1990 3:11 PM	<i>[Signature]</i>
9042512	Assignment from the Ho-Shield Corp., to Union Mortgage Co., Inc., of Mortgage 100 now registered as Document Number 1142112. For particulars see Document.	Jan. 8, 1991	Feb. 4, 1991 1:56 PM	<i>[Signature]</i>
9042513		Jan. 9, 1991	Feb. 6, 1991 1:56 PM	<i>[Signature]</i>

Property of Cook County Clerk's Office

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17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by: (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the property is located, unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail postage prepaid to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this Security Instrument 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 exceed a permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note 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 Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Modifications of any of Borrower's or Lender's covenants or agreements under this Security Instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) change or impair Lender's security interest or lien priority in the Property; (iii) affect Lender's rights to prohibit or restrict future modification requested by Borrower; or (iv) affect Lender's rights or remedies under this Security Instrument of the Note.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Insurance. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Mortgage Insurance. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of the Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

6. Acceleration. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

5. Assignment. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

4. Remedies. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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Property of Cook County Clerk's Office

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Property of Citibank

continued ...

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now and hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtains, attached mirrors, cabinets, paneling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
- E. BORROWER'S RIGHT TO REINSTATE DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

Lender further covenant and agree as follows:  
@ 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and

3424 N. Bell, Chicago, IL 60618  
(Property Address)

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

Citibank, Federal Savings Bank

THIS 1-4 FAMILY RIDER is made on January 29, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

30 Year Fixed  
Assignment of Rents)  
1-4 FAMILY RIDER  
Ref.No.: 010069019



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Property of Cook County

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae / Freddie Mac Uniform Instrument (Form 3170 10/85)

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
as trustee under trust agreement dated October 6, 1987  
and known as trust no. 103682-07

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

- I. **CROSS-DEFAULT PROVISION:** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- II. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, borrower shall receive the Rents until (i) Lender has given borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenants that the Rents are to be paid to Lender or Lender's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.
- III. **IF LENDER GIVES NOTICE OF BREACH TO BORROWER:** (i) all Rents received by Borrower shall be held by Borrower as Trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent on Lender's written demand; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the cost of taking control of and managing the Property and collecting the Property and maintaining the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.
- IV. **IF THE RENTS OF THE PROPERTY ARE NOT SUFFICIENT TO COVER THE COSTS OF TAKING CONTROL OF AND MANAGING THE PROPERTY AND OF COLLECTING THE RENTS ANY FUNDS EXPENDED BY LENDER FOR SUCH PURPOSES SHALL BECOME INDEBTEDNESS OF BORROWER TO LENDER SECURED BY THE SECURITY INSTRUMENT PURSUANT TO UNIFORM COVENANT 7.**
- V. **BORROWER REPRESENTS AND WARRANTS THAT BORROWER HAS NOT EXERCISED ANY PRIOR ASSIGNMENT OF THE RENTS AND HAS NOT AND WILL NOT PERFORM ANY ACT THAT WOULD PREVENT LENDER FROM EXERCISING ITS RIGHTS UNDER THIS PARAGRAPH.**
- VI. **LENDER OR LENDER'S AGENTS OR A JUDICIALLY APPOINTED RECEIVER, SHALL NOT BE REQUIRED TO ENTER UPON, TAKE CONTROL OF OR MAINTAIN THE PROPERTY BEFORE OR AFTER GIVING NOTICE OF BREACH TO BORROWER. HOWEVER, LENDER, OR LENDER'S AGENTS OR A JUDICIALLY APPOINTED RECEIVER, MAY DO SO AT ANY TIME WHEN A DEFAULT OCCURS. ANY APPLICATION OF RENTS SHALL NOT CURE OR WAIVE ANY DEFAULT OR INVALIDATE ANY OTHER RIGHT OR REMEDY OF LENDER. THIS ASSIGNMENT OF RENTS OF THE PROPERTY SHALL TERMINATE WHEN THE DEBT SECURED BY THE SECURITY INSTRUMENT IS PAID IN FULL.**





**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note: Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action or any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (or not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Adjustable Rate Assumption Rider
- Condominium Rider
- Planned Unit Development Rider
- Second Home Rider
- 1-4 Family Rider
- Fixed Rate Assumption Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower, accepts and agrees to the terms and covenants in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
TRUSTEE

(SEAL)  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
not personally, but  
as trustee under trust agreement dated October 6, 1987  
and known as trust no. 103682-07

By: \_\_\_\_\_ (Title)

ATTEST:

\_\_\_\_\_  
Its: (Title)

County of \_\_\_\_\_ State of Illinois } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

\_\_\_\_\_, President and Secretary, 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 corporation, as Trustee, for the uses and purposes therein set forth, and the said \_\_\_\_\_ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

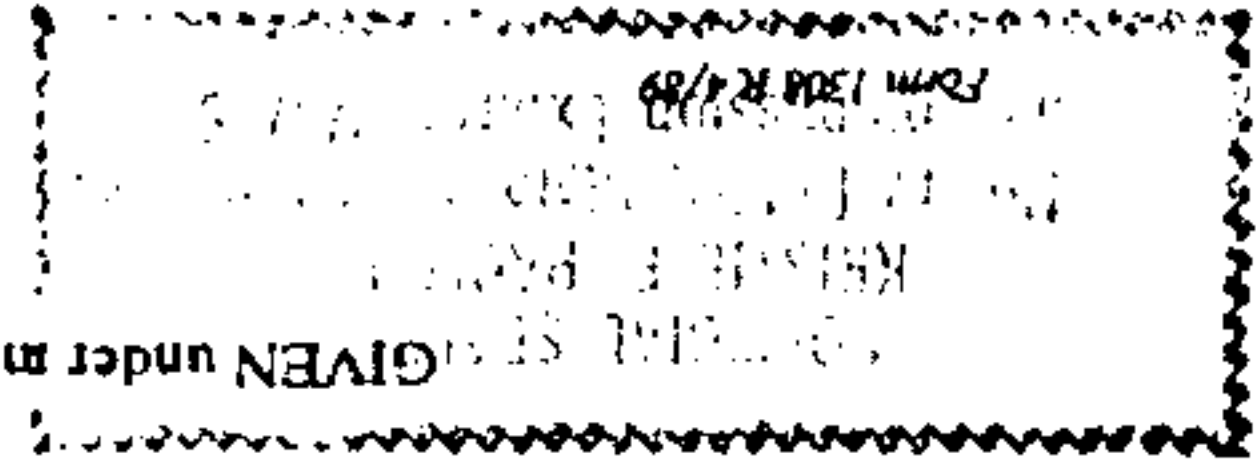
Commission Expires: \_\_\_\_\_

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT (Form 3014 12/83)

[Space Below This Line For Acknowledgment]

92084572

10/15/88



32084722

Notary Public

JAN 30 1992

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

for the uses and purposes therein set forth.

of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal voluntarily, appeared 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, Assistant Secretary of said Company, who are personally known

J. MICHAEL WHELAN

DO HEREBY CERTIFY, that \_\_\_\_\_ Vice-President of the AMERICAN NATIONAL BANK AND TRUST

Robert H. Johnson

a Notary Public, in and for said County, in the State aforesaid,

Kristie E. Pacitti

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

As Trustee as aforesaid and not personally  
By \_\_\_\_\_  
Vice-President  
Assistant Secretary  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

ATTEST

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.