

WILL RECORD MAIL TO THE...  
Chicago, Illinois 60601-1100

SPACE ABOVE THIS LINE FOR RECORDER USE

SUCCESS PLUS  
MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.  
THIS MORTGAGE DATED MAY 12, 1978 SECURE A REVOLVING CREDIT LOAN (Success Plus Mortgage) made by  
and among FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED  
AUGUST 9, 1977 AND KNOWN AS TRUST NUMBER 1814

Between Borrower and Success National Bank, a national banking association, whose principal office is One Madison Tower, Two Westmore, Illinois 60601, and its then  
Trustee  
Borrower, in consideration of the indebtedness hereinafter set forth, hereby offers and conveys, warrants and agrees to convey to Trust  
in which event Borrower conveys mortgages and judgments to Trustee and Trustee's successors and assigns, the following described property located in the  
MUNICIPALITY of MORTON GROVE, County of COOK, State of Illinois  
7710 PALMA LANE, MORTON GROVE, Illinois 60053  
Record Property Address, Permanent File No. 09-13-104-005

LEGAL DESCRIPTION

LOT 5 IN GLEN GROVE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

93399846

93399846  
14,000  
1978

TO HAVE AND TO HOLD...  
with all easements, rights, appurtenances, and other incidents thereto, together with all the right and title therein, unto the property and the  
feudal baron to the right and title therein, unto the property and the...  
which has the address of...  
Morton Grove, Illinois 60053

IN WITNESS WHEREOF, I, the undersigned, Trustee, have hereunto set my hand and the seal of Success National Bank, National Banking Association, Chicago, Illinois, this 12th day of May, 1978.

Success National Bank, National Banking Association, Chicago, Illinois, this 12th day of May, 1978.

IN WITNESS WHEREOF, I, the undersigned, Borrower, have hereunto set my hand and the seal of Success National Bank, National Banking Association, Chicago, Illinois, this 12th day of May, 1978.

IN WITNESS WHEREOF, I, the undersigned, Trustee, have hereunto set my hand and the seal of Success National Bank, National Banking Association, Chicago, Illinois, this 12th day of May, 1978.

IN WITNESS WHEREOF, I, the undersigned, Borrower, have hereunto set my hand and the seal of Success National Bank, National Banking Association, Chicago, Illinois, this 12th day of May, 1978.

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Handwritten notes on the left margin.

93399846

Handwritten signature on the right margin.

INITIAL

# UNOFFICIAL COPY

**1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due, or as indicated with any payments to the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the Note.

**2. APPLICATION OF PAYMENTS.** Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first to payment of amounts payable to Lender by Borrower under paragraphs 6 and 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

**3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS.** Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's obligation to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, taxes or other amounts attributable to the Property and all encumbrances, charges, liens, and liens (other than any prior first mortgage or deed of trust on the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any). Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

**4. HAZARD INSURANCE.** Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against fire and hazards included within the term "extended coverage" and such other hazards as Lender may require. Hazard insurance shall be maintained by Borrower until maturity. Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of: A. the maximum insurable value of the Property or B. the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligations secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause and shall be acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payments directly, Borrower shall promptly mail to Lender, upon its request, notices and all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such notices to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by the Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in the investigation and collection) or as Lender may determine to be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to carry out the above. Such application or release shall not constitute a release of any detail or notice of default under this Mortgage or any other debt or obligation pursuant to such notice.

If the Property is damaged by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) days from the date a claim is made by Lender, Borrower shall cause the insurance carrier to settle a claim for insurance benefits. Lender is irrevocably authorized to file the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title and interest of Borrower in, and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASE HOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations. Borrower shall keep the Property in good condition and repair, including the repair of its foundation or any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or destruction of the Property, and shall fully and promptly comply with the provisions of any lease of this Mortgage in and to the least. If this Mortgage is a part of a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration of covenants, conditions or restrictions of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and continuing documents, all as may be amended from time to time. If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof.

**6. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Credit Documents or if any action or proceeding is commenced which adversely affects the title to the Property or the ability of Lender to enforce the Note and this Mortgage, Borrower shall promptly reimburse Lender pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligations under this Mortgage, make such arrangements, attend the action or proceeding, discharge such action, including reasonable attorneys' fees, and take any other action which may be necessary to protect the security of this Mortgage. If Lender has a security mortgage on the same as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium for such insurance from the proceeds of such insurance in effect and such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree in writing, to other terms of payment, such amounts shall be payable upon a demand from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

**7. INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**8. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, or compensation for condemnation or other taking of the Property, or part thereof, or for consequential loss of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to execute this paragraph. Lender is hereby irrevocably authorized to apply or release such proceeds received or made settlement for such award or claim on the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

**9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Failure to make or cause to be made reasonable entries upon and inspections of the Property or other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower or the waiver or failure to exercise any right or remedy hereunder or under the Credit Documents shall not constitute a release of any liability of Borrower. Borrower's success in interest or any guarantor or surety thereof, Lender shall not be required to commence proceedings against such success in interest to enforce time for payment or otherwise to fully pay the debt secured by this Mortgage by reason of any demand made by the success in interest of Borrower and Borrower's success in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder in any such success in interest and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as constituting or as a waiver as to any other event. The payment of insurance or the payment of taxes, other sums or charges by Lender shall not constitute a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

**10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGNERS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower or Borrower's successors, heirs, legatees, devisees and assigns shall be joint and several. Any Borrower who assigns this Mortgage, but does not execute the Note, or assigns this Mortgage, or in any other manner transfers its interest in the Property, under the terms of this Mortgage, or releases its legal rights, if any, thereunder personally liable on the Note or under this Mortgage, and its assigns shall remain, and any other Borrower hereunder may agree to remain, jointly and severally liable for the performance of the terms of this Mortgage and the Note, with the consent of Lender, provided that Borrower or its assignor or its assignor shall be deemed to have consented to Lender's releasing the assignor or its assignor from the obligations of the Mortgage, are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

**11. NOTICES.** Present for any notice required under applicable law to be given in another manner, by any notice to Borrower or Borrower's successors, heirs, legatees, devisees and assigns provided for in this Mortgage shall be given by hand delivering it to, or by mailing such notice by registered certified mail, addressed to, Borrower or Borrower's successors, heirs, legatees, devisees and assigns at the Property Address or at such other address as Borrower or Borrower's successors, heirs, legatees, devisees and assigns may designate by written notice to Lender as provided herein and in any notice to Lender that is given by registered certified mail to Lender or Success, Name and Bank, One Main Drive, Lincoln, Nebraska. If no address is provided, then the address shall be the most recent address known to Borrower or to Borrower's successors, heirs, legatees, devisees and assigns which has been provided to Lender in the written notice of their current address to the lender herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the date notice is deposited in the U.S. mail system or registered or certified mail addressed as provided in this paragraph 11. Notwithstanding the above, notice of Lender's change of address may be sent by regular mail.

**12. GOVERNING LAW; SEVERABILITY.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage and if such provision had never been included. As used herein, "costs", "expenses" and "attorneys' fees" include all sums in the nature not prohibited by applicable law or limited herein.

**13. BORROWER'S COPY.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

**14. REMEDIES CUMULATIVE.** Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

15. EVENTS OF DEFAULT

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a. Notice and Grace Period. In the event of any of the events of default described in paragraphs 15(b) through 15(g) occurring, the lender shall provide Borrower with a written notice of default and a grace period of 30 days to cure the default... The notice shall specify the event of default and the grace period shall begin on the day after the notice is given and expires at 11:59 p.m. Central Time on the last day of the grace period... The lender shall not be required to provide a notice of default if the Borrower is in default of any other obligation to the lender under any other agreement...

b. Events of Default. An event of default shall occur if the Borrower fails to make any payment of principal, interest, or any other amount due under the Note on the scheduled date... In addition, an event of default shall occur if the Borrower fails to maintain adequate insurance on the Property... An event of default shall also occur if the Borrower fails to comply with the terms of any order, judgment, or decree of a court of competent jurisdiction... The lender shall have the right to accelerate the maturity of the debt and to foreclose on the Property in the event of a default...

When an event of default has occurred, the lender may, at its option, declare the entire debt due and payable immediately and to prepay the entire outstanding balance of Borrower's debt, plus accrued FINANCE CHARGES, late charges and other charges provided for in the Note.

16. TRANSFER OF THE PROPERTY

Borrower agrees to execute and deliver to the lender all necessary documents to effect the transfer of the Property to the lender in the event of a default... The lender shall have the right to sell the Property to satisfy the debt... The lender shall also have the right to lease the Property and to convey the Property to a third party... The lender shall retain all title to the Property until the debt is fully paid...

17. ACCELERATION; REMEDIES INCLUDING FREEZING AND LITIGATION

In the event of a default, the lender may, at its option, freeze the Borrower's accounts and assets... The lender may also file a lawsuit to enforce the terms of the Note... The lender shall have the right to take any action necessary to protect its interests... The lender shall not be limited by any statute of limitations in the enforcement of its remedies...

18. ASSIGNMENT OF RIGHTS; APPOINTMENT OF RECEIVER

Borrower hereby assigns to the lender all of its rights in the Property... The lender may appoint a receiver to take possession of the Property... The receiver shall have the right to sell, lease, or otherwise dispose of the Property... The lender shall have the right to sue on the debt and to enforce its remedies...

19. RELEASE

Upon payment and discharge of all amounts owed under the Note, the lender shall release the Borrower from all obligations under the Note... The lender shall also release the Borrower from any and all claims, demands, or causes of action... The lender shall not be liable for any claims, demands, or causes of action arising out of the Note...

20. REQUEST FOR NOTICES

Borrower agrees that in the event of a default, the lender shall be notified by the Borrower of any change in the Borrower's name or address... The lender shall have the right to send notices to the Borrower at the last known address... The lender shall not be responsible for notices not received by the Borrower...

21. INCORPORATION OF TERMS

All the terms, conditions, and covenants of the Note are incorporated into this Mortgage... The terms of the Note shall prevail in the event of any conflict between the terms of the Note and the terms of this Mortgage... The lender shall not be bound by any oral agreement or understanding with the Borrower...

22. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all obligations under this Mortgage... The Borrower shall make all payments on time... The lender shall have the right to accelerate the maturity of the debt in the event of a default... The lender shall not be bound by any oral agreement or understanding with the Borrower...

23. ACTUAL KNOWLEDGE

The lender shall not be bound by any actual knowledge of the Borrower or any other person... The lender shall have the right to rely on the information provided by the Borrower... The lender shall not be liable for any claims, demands, or causes of action arising out of the Note... The lender shall not be bound by any oral agreement or understanding with the Borrower...

24. TAXES

In the event of the passage, alteration, or repeal of any tax law, the lender shall have the right to adjust the payments under the Note... The lender shall have the right to increase the payments in the event of a change in the tax law... The lender shall not be bound by any oral agreement or understanding with the Borrower...

25. WAIVER OF STATUTORY RIGHTS

Borrower hereby waives all statutory rights that may be applicable to the Note... The lender shall have the right to enforce the terms of the Note... The lender shall not be bound by any oral agreement or understanding with the Borrower... The lender shall not be liable for any claims, demands, or causes of action arising out of the Note...

RECORDED

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26. EXPENSE OF LITIGATION. Suit or litigation... the Lender under this Mortgage... expenses which may be paid or incurred by or on behalf of Borrower for attorney fees, appraisals, title searches and examinations, title insurance policies, and court costs... shall be immediately due and payable by Borrower...

27. CAPTIONS; SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28. TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust, FORD CITY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 9, 1977 AND KNOWN AS TRUST NUMBER 1814... Trustee creates this mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgage hereto and by every person now or hereafter claiming any right or security hereunder that nothing hereunder shall constitute or be construed as creating any liability on the Trustee personally to pay said Note or any interest thereon...

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS AN INDIVIDUAL(S):

Individual Borrower (two lines)

STATE OF ILLINOIS }
COUNTY OF } SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, Lucille C. Hart, Trust Officer and Constance E. Considine, Land Trust Administrator of COLE TAYLOR BANK, personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 19th day of May, 1993

Commission Expires

AS USED IN THIS DOCUMENT, THE TERM "FORD CITY BANK & TRUST CO." SHALL MEAN COLE TAYLOR BANK

IF BORROWER IS A TRUST: FORD CITY BANK AND TRUST COMPANY

not personally but solely as trustee as aforesaid. By: Lucille C. Hart, Land Trust Officer

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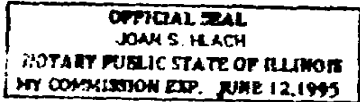
Constance E. Considine, Land Trust Administrator

ATTEST: (Title)

STATE OF ILLINOIS }
COUNTY Cook } SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that, Lucille C. Hart, Trust Officer and Constance E. Considine, Land Trust Administrator of COLE TAYLOR BANK, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust officer and Land Trust Admin., 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 Land Trust Admin., Secretary, did also then and there acknowledge that he is 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 of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of May, 1993



Joan S. Hlach, Notary Public

Commission expires:

THIS INSTRUMENT PREPARED BY: SUSAN K. WEAR

Success National Bank
One Merriam Drive
Evanston, Illinois 60120-3703
(708) 634-4200

# UNOFFICIAL COPY

## EXCULPATORY CLAUSE

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, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for its purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by her shall at any time be asserted or enforceable against Cole Taylor Bank under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK

Property of Cook County Clerk's Office

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