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DEPT-01 RECORDING

\$27.50

COMMERCIAL MORTGAGE 1475 19 1868 4347 06720/94 10101100 40062 4 DM #-94-538082

COOL COUNTY RELORDER

GRANTORS; Burban Halismal Bank of Palatine, 85 Trostee GRAWTOR Siburdan Retional Total of Load BORROWER

PALATINE MATIONAL BANK, formerly Palatine Kational Borrowers shown on the Promissory as Trustee, under Trust Agreement

No. 4843 dated JANUARY 28, 1986.

ADDRESS

ADDRESS 94538082

50 W. BROCKWAY BOX 39 60078-0039 PALATINE, IL

THE STOW ME.

CONTROL TION NO. TIS EPHONE NO.

708-359-1070 708-359-1070 04.

7. GRANT. For good and chusble consideration, Grantor hereby mongages and market in Lander Identified above, the real property described in Schedule A which is stached 1. He Mortgage and incorporated herein together with M fitture and precent improvements and fixtures; privileges, hareditaments, and appurements so; incomes and other agreements; rents, besset and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crurs p praining to the real property (cumulatively "Property").

2. CBLSCATIONS. This Morgage study occurs the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Co" estions") to Lander pursuant to:

(a) this kinggage and the initiating provise any notes and other porservents:

MITEREST	PRINCIPAL XMOUST / CREDIT LIMIT	ACRESHENY DATE	DATE	CUSTOMER	LOA MUMBI		
VARIABLE	\$500,000.00	05/19/94	DEPHAND	997198	01-52	Sλ	
•			10	•	İ		
		0		94538082			

- all other present or tuture obligations of Borrower or Car nor to Lender fullether insurred for the same or different purposes than the ng):
- b) all renewale, extensions, amendments, modifications, replacement, or a libetitutions to any of the foregoing.
- 1. PURPOSE. This Morrgage and the Obligations described herein are elegated and incurred for commercial purposes.
- 4. PUTURE ADVANCES. [3] This Mongage secures the repayment of all all and shall Lender may extend to Borrower or Grantor under the promiseous 4. PUTURE ADVANCES. [1] This Mongage secures the repsyment of all sic 27 All that Lenoer may extend to controlled or uniform unique are provinced to all sic 27 All that graph 2. The Mongage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the serve extent as if such subtract advances were made on the date of the execution of this Mongage, and ethough we may be no indebtedness dustanding at the time any advance is made. The tutal amount of indebtedness secured by this Mongage under the pror are ony notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not excee 12 1,000,000.00 This Mongage secures the repayment of all advances that Lander may extend to Borrower or Grantor under the promiser by notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$
- B. EXPENSES. To the extent permitted by lew, this Mongage recurse the repayment of all amounts expended by Lender to perform Granton's covenants under this Mongage or to maintain, preserve, or dispose of the Property, including but not limited to anyounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to be vier that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for the Mortgage and those described in edute B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Natifier Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, outplying, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or again the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by styl governmental authority including, but not limited to, (i) petroleum; (ii) triable or nonfrisoir astrestos; (iii) polychlorinated triphenyle; (iv) those substances, meterials or wastes designated as a "hazardous substance" pursuant to Section 311 or or clean Water Act or the pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hezardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hezardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of taw, contract or other agreement which may be bloding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property:
 - (e) Granior has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property fincluding, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- a. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person without the prior written opproval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lander may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lander may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor heraby authorizes Lander to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lander is authorized to provide onal or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause III. METERPENDE WITH LEASED AND LITTER MARKERMENTS. Grantor sink not take or rail to take any action within may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) mocity any Agreement; (c) assign or allow a ten, security Interest or other encumbrance to be placed upon Grantor's rights, trile and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication Asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communication
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lander shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property Journalistively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness sunt. 4 Per 117 145/100 (000) 937-5795

- owing to Grantor from these third parties intil the giving of such roll floation. And event that Grantor to be the such respect to the property of the giving of the giving of the property of the instruments or other remittances with respect to the payment of any indebtedness or other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with prospection of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collected upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property of any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain Insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall name Lender as a mortgage and provide that no act or omission of Grantor or any; other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender, or may apply the insurance proceeds to the repeir of the Property or require the insurance proceeds to the paid to Lender. In the event Grantor falls to acquire for maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance constabilities an advance payable and bearing interest as described in Paragraph 28 and secured hereby. Grantor insurance insurance policies, canor fin, any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insuran. All such insurance policies shall be constaintly suspend, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately also account the constaints of the constaints authorized to make proof of lose. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the for any. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to restore the Property.
- 15. 2008ING AND PRIVATE COLCENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lenduc's refer written consent. If Grantor's use of the Property becomes a concordorming use under any zoning provision. Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written content. Grantor will immediately provide Lander with written notice of any proposed of anges to the zoning provisions or private covenants affecting the Property.
- 16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All mones proble to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys reflect expenses (to the extent permitted by applicable law) and other costs including appraisal fees, in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grant it shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND U. & LACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened astion, suit, or other proceeding affecting the Property Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to or my royalse or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantur for any action, error, mistake, omission or delay pecar on to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in arry action hereunds
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any ofcournstances. Grantor shall immediately provide Lender and Its shall reholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liebilities, fincluding attorneys' fees and legal expenses, to the extent permitted by applicable law) occurse of actions, actions, suits and other legal proceedings (out suit avely "Claims") pertaining to the Property (notuding, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shoul 'into legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applical 4e law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's obst. Grantor's obligation to indemnify Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. aunive the termination, release or forectosure of this Mortgage.
- 19. TAKER AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating o Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance promiser, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payme of of taxes, assessments, and insurance on the Property In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pry said taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof.
- 20. INSPECTION OF PROPERTY, SOOKS, RECORDS AND REPORTS. Grantor shall allow Lender of its points to examine and inspect the Property and examine, inspect and make copies of Grantor's books and moords pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and coords shall be genuine, true, accurate and required by Lender for these pulposes. All of the signatures and importance in Gramor's books and according and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records perial ning to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's finar all condition of the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such thought as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES, Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of whether Grantor possesses any claims, defenses, sel-offs or counterclaims with respect to the Obligations, a signed and extraowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, sel-offs or counterclaims with respect to the Obligations and. If so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

 - (a) fails to pay any Obligation to Lender when due;
 (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, (d) select to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 (d) select to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following is without notice or demand (except as required by law):

 - (a) to declare the Obligations immediately due and payable in full;
 (b) to collect the outstanding Obligations with or without resorting to judicial process;
 - (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convertient to Grantor and Lender:
 - (d) to collect all of the rents, issue ies, and profits from the Property from the date of default and thereaft
 - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 (f) to foreolose this Mortgage;
 (g) to set off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monies, instruments, and deposit accounts
 - intained with Lender; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law. Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the poeting of any bond which might otherwise be required.

Page 2 of 4 ASTIL Mans

- 24. WAIVER OF HOMESTEAD AND BINES PIGNTS. Scenter hereog walver all homestead crother premotions to which Grantor would otherwise be entitled under any applicable law.
- 65. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may lawfully do so, flereby waives any and all rights to redeem the Property sold under an order of sale pursuant to foreclosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during such redemption period, but for this waiver.
 - 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mongage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriffs ter and the satisfaction of its expenses and costs; then to reimburne Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Onligations; and then to any third party as provided by law.
- 28. REMARKURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action, required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest grantsh herein.
- 29. APPLICATION OF PAYMENTS. At payments made by or on behalf of Grantor may be applied against the amounts paid by Lander (including attorneys) less and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remeining Obligations in whatever order Lander chooses.
- 30. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lander shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or ourse any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 31. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advance. D) Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 32. COLLECTION COSTS. If 'an ier hires an attorney to assist in collecting any amount due for enforcing any right or remetly under this Mortgage. Grantor agrees to pay Lander's reactive by attorneys' less and costs.
- 33. PARTIAL RELEASE. Lander may lease its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the entire interest in the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 34. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Miritage must be contained in a writing signed by Lender. Lender may it form any of Grantor's Obligations or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compremises, exchanges, fails to exercise, impeirs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor. Third party or the Property.
- 35. SUCCESSURS AND ASSIGNS. This Mortgage shift be binding upon and impre to the banefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, person of payments the said devises.
- 36. NOTICES. Any notice or other communication to be proved during this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may a signate in writing from time to time. Any such notice an given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice in any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 37. SEVERABILITY. If any provision of thir Mortgage violates the law of is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the sate where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state
- 39. MISCELLANEOUS. Grantor and Lender agree that time is of the assence. Granto walves presentment, demand for payment, notice of dishonor and protect except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and soveral. Grantor hereby walves any right to trief by jut r in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents were and the complete integrated understanding between Grantor and Lander pertaining to the terms and conditions of those documents.
 - 40. ADDITIONAL TERMS.

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94538082

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or glarantor of the Obligations.

Obligations. Grant: actnowledges that Grants 1900 190	pole, and somes to the terms and conditions of this Mortgage. Control Falsting 15 17 18 17 Control
not personally, but as Trustee	
Section.	GEANTOR:
SR	
BY Stenet Rung	PTTEST AND LEGITIMENT ARUST UPTILL
FRANK J. ROTY	WHEE PARTIES OF THE P
	GRANTOF:

Code To Community of the AMARCA COMMUNICATION OF STREET

AREGORATE EXPLANATION OF THE

Sam of Positions UNOFFIC	IML-COPY			
Coursey of O-0 A	County of			
JAN'S TISON , a notary				
public in and for said County, in the State aforesaid, DO HERERY CERTIFY	by			
that TRENK I ROTH EXECUTIVE VICE THESE PARTIES APPLIES.	MAST DEFITE			
personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me	B			
this day in person and acknowledged that he				
signed, seeled and delivered the said instrument as free	on behalf of the			
and voluntary act, for the uses and purposes herein set forth.				
Given under my hand and official seal; this 75 day of	Given under my hand and official seel, this day of			
anis Piser	Notary Public			
Notary Public	· •			
Commission explires:	Commission expires:			
"OFFICIAL SPAL"				
JANIS TICON Morany Public, State of Minols SCHE	DULEA			
S als Commission Expires 5 (1996)	,			
The best address of the Proper of Tappicable) is:				
SCHAUMBURG, IL 60193				
	94538082			
	3400000			
Ox				
Permanent Index No.(s): 07-33-102-055-1031				
The legal description of the Property is:				
UNIT NUMBER 908 NORSE AS DELINEATED M SUR! PARCEL OF REAL ESTATE (KEREINAFTER ALP INKE	/BY OF THE FOLLOWING DESCRIBED - TO AS "PARCEL"): LOT 21, BLOCK			
PARCEL OF REAL ESTATE (RENEISAFIER ASPERANCE TO IN CENTER-SCHAUMBURG INDUSTRIAL PARCENTS	r 57, BBING A SUBDIVISION OF PART			
OF THE MORTH BALF OF SECTION 33, YOUNGALF	THOTA: WEICH SURVEY IS ATTACHED			
AS BIRIBIT A. TO A DECLARATION OF COMPONE	MAN 2 1973 AND KNOWN AR			
PARK, AS TRUSTEE (MDER A TRUST AGRESSENT OF TRUST NO. 10060, RECORDED IN THE OFFICE OF COUNTY, ILLINOIS AS DOCUMENT NO. 23653260;	740 RECORDER OF DEEDS OF COOK			
COUNTY, ILLINOIS AS DOCUMENT NO. 23653260; INTEREST IN SAID PARCEL (SICEPTING FROM SA	ID PAPCEL ALL OF THE PROPERTY AND			
RDECR COMPRISING ALL OF THE UNITE LEARNING	AS DEFINED AND SET PORTE IN SAID			
DECLARATION AND SURVEY).				
This instrument is executed by the Suberhan National Bank of Palatine as Trustee	e under the provisions of a Trust Agr. ement dated 1/26/86 and known as			
Trust no. 4453 not personally, but solely as Trustee aforesaid.	in the exercise of the power and usel only conferred upon and vested in it as such Trustee.			
	powers expressly conferred upon the Trus of under the Trust and upon the written direction ban Nutional Bank of Palatine warrants that it powerses full power and authority to execute			
this instrument. It is expressly understood and agreed by and between the pa	rties hereto, anything herein to the contrary note (thistanding, that each and all of the			
	on the part of the trustee while in form purporting to (etche said representations, warranties, of them not made with the intention of binding Subartian Mational Bank of Palatine in its			
	only that portion of the Trust property specifically described herein. No personal liability			
	regable against the Suburban National Bank of Palatin, on a count of any representations, in regards to potential and/or existant Hazardous Waye (concernant), undertakings and			
agreements contained in the instrument, (including but not limited to any indebted	iness accounting plus interest bereinder) either express or im, the or arising in any way out			
of the transaction in connection with which this instrument is executed, ail such personal liability or responsibility, if any, being expressly waived and released, and any liability tincluding any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust				
assets, if any, securing this multiment. Any provision of this instrument referring	to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee.			
for any costs, claims, losses, fines, penalties, damages, costs of any nature includir	ng attorney's fees and expenses, arising in any way out of the execution of this instrument is claiming, under this instrument. Any person claiming or any provision of this instrument.			
referring to a right to be held harmless, indemnified or reimbursed for any and all co	ists, losses and expenses of any nature, in connection with the execution of this instrument.			
shall be construed as only a right of redemption out of the assets of the Trust. Not	withstanding anything in this instrument contained, in the event of any conflict between is paragraph shall control. Trustee being fully exempted, nothing herein contained shall			
limit the right of any party to enforce the personal liability of any other party to the	 - year appropriate service is used to my exempted, nothing herein contained shall- his instrument. 			

The same of the sa

This instrument was prepared by: S. AMMORENO C/O MARRIS BANK ROSELLE, BOX 72200, ROSELLE, IL 60172

After recording return to Lender.

Form 558F (N)