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PART PURCHASE MONEY MORTGAGE

THIS MORTGAGE, ("Mortgage") is made as of the 15th day of September, 1994, by and between the AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated July 16, 1962 and known as Trust No. 17767 ("Mortgagor") and VIOLET SZANTAY DEER ("Mortgagee").

W I T N E S S E T H:

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of FOUR HUNDRED SIXTY THOUSAND AND 00/100THS DOLLARS ($460,000.00), evidenced by that certain instalment note in that amount executed by the Mortgagor of even date with this Mortgage, made payable to the order of VIOLET SZANTAY DEER and delivered to the Mortgagee (the "Note"), in and by which Note the Mortgagor promises to pay the principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance, if not sooner paid, to be due on the 15st day of October, 2001, and all of the principal and interest are payable at such place as the holder of the Note may, from time to time in writing appoint, and in the absence of such appointment, then to VIOLET SZANTAY DEER, 2801 Old Glenview Road, Fairfield Court, No. 496, Wilmette, Illinois 60091.

NOW, THEREFORE, the Mortgagor, to secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured by the Mortgage, and any substitutions and replacements of such balance, and any other sums advanced by the Mortgagee to protect the security of this Mortgage or discharge the obligations of the Mortgagor under this Mortgage, and the performance of the covenants and agreements contained in this Mortgage by the Mortgagor to be performed, and also in consideration of the sum of TEN AND 00/100THS DOLLARS ($10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does, by these presents, GRANT, BARGAIN, SELL, ASSIGN, RELEASE, ASSIGN, TRANSFER, REMISE, CONVEY AND MORTGAGE unto the Mortgagee, her successors and assigns forever, and represents and warrants to Mortgagee and grants to Mortgagee and its successors and assigns forever, a continuing security interest in and to the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois, to-wit:

PARCEL 1:
THE WEST 176 FEET OF THE EAST 264 FEET OF THE SOUTH 495 FEET OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2:
THE EAST HALF (EXCEPT THE WEST 63 FEET THEREOF) OF THAT PART LYING BETWEEN THE EAST LINE OF THE WEST 220 FEET AND THE WEST LINE OF THE EAST 264 FEET OF THE SOUTH 495 FEET OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN TO:

Douglas A. Hanson, Esq.
SCHUYLER, ROCHE & ZWIRNER, P.C.
1603 Orrington Ste. 1190
Evanston, Illinois 60201

COMMONLY KNOWN AS:

5404-22 W. Touhy, 7201 N. Linder
7235 N. Linder
Skokie, Illinois 60076

PARCEL 3:
THE EAST 88 FEET OF THE SOUTH 495 FEET OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.: 10-28-312-022-0000
10-28-312-023-0000
10-28-312-024-0000
10-28-312-028-0000
10-28-312-030-0000

which is referred to in this Mortgage as the "Premises" TOGETHER with all improvements, tenements, easements, hereditaments, fixtures, and appurtenances hereunto belonging and all rents, issues and profits thereof and during all such times as the Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled, and ventilation including (without restricting the foregoing), screens, storm doors and windows, floor coverings, awnings, and water heaters, except all equipment and other personal property used at the Premises which are not fixtures or are used in the business operated at the Premises. All of the foregoing are declared to be a part of said real estate whether physically attached to the Premises or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever, for the purposes herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Maintenance, Repair and Restoration of Improvements; Payment of Prior Liens; Insurance, Etc.** The Mortgagor shall promptly (a) at its option: (i) repair, restore or rebuild any buildings or improvements hereafter on the Premises which may become damaged or be destroyed or, (ii) place funds in escrow at a licensed Illinois title company in an amount equal to the then current outstanding principal balance of the indebtedness secured by this Mortgage; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or claims for lien not expressly subordinated to the lien of this Mortgage, normal wear and tear excepted; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien of this Mortgage, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions of record with respect to the Premises and the use thereof; (f) keep all buildings and improvements now or in the future situated on the Premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the buildings and improvements or to pay in full the indebtedness secured by this Mortgage all in companies with Best's rating of A or better, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver a certificate evidencing such clause to the Mortgagee upon issuance and renewal; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note secured hereby. Notwithstanding the above, the Mortgagor shall have the right to contest those items mentioned in clauses (b) and (c) in this Paragraph 1, so long as the Mortgagor posts security with the Mortgagee, or a title company, necessary in the reasonable discretion of the Mortgagee to protect Mortgagee's security granted hereby and to pay off said item in the event the contest is unsuccessful. The Mortgagor shall not be entitled to interest on any such funds posted as security.

the lessor of

or the amount required to repair, restore, or rebuild any buildings or improvements hereafter on the premises which may become damaged or destroyed;

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2. **Representations and Covenants.** The Mortgagor hereby represents and covenants to the Mortgagee that:

2.1. **Power, Etc.** The AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated July 16, 1962 and known as Trust No. 17767 (a) is a Trustee duly organized, qualified to do business, validly existing and in good standing under the laws of the State of Illinois and has complied with all conditions prerequisite to its doing business in the State of Illinois; (b) has the power and authority to own its properties and to carry on its business as now being conducted; (c) is qualified to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary; and (d) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

2.2. **Validity of Loan Instruments.** (a) The execution, delivery and performance by the Mortgagor of the Note, this Mortgage, and all additional security documents, and the borrowing evidenced by the Note (1) are within the powers of the Mortgagor (2) have been duly authorized by all requisite actions; (3) have received all necessary governmental approval; and (4) do not violate, to the best of the Mortgagor's knowledge, any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which the Mortgagor is a party, or by which it or any portion of the Premises is bound, or be in conflict with, result in a breach of, or constitute with due notice and/or lapse of time a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage and any additional documents securing the Note; and (b) the Note, this Mortgage and any additional documents securing the Note, when executed and delivered by the Mortgagor, will constitute the legal, valid and binding obligations of the Mortgagor, if any, in accordance with their respective terms.

2.3 **Other Information.** All information, papers, reports, balance sheets, statements of profit and loss, and data delivered by the Mortgagor to the Mortgagee, its agents, employees, representatives or counsel in respect of the Mortgagor, and all other documents securing the payment of the Note secured by this Mortgage are accurate and correct in all material respects and complete insofar as completeness may be necessary to give the Mortgagee a true and accurate knowledge of the subject matter.

2.4. **Litigation.** There is not now pending against or affecting the Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, nor, to the knowledge of the Mortgagor, is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, could materially impair or affect the financial condition or operation of the Mortgagor or the Premises.

3. **Payment of Taxes.** Subject to the Mortgagor's right to contest, the Mortgagor 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 receipts therefor. To prevent default under this Mortgage, the Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which the Mortgagor may desire to contest.

4. **Prepayment Penalties.** Mortgagor may prepay the indebtedness secured by this Mortgage in whole or in part, without penalty, at any time and from time to time.

5. **Mortgagee's Performance of Defaulted Acts.** In case of default (after the expiration of all applicable cure periods), the Mortgagee may, but need not, make any

payment or perform any act required of the Mortgagor in any form and manner deemed expedient. In such event, if the Mortgagee makes any such payment or performs any such act, the Mortgagee must give notice to the Mortgagor that Mortgagee is doing so at the time the Mortgagee acts. By way of illustration and not in limitation of the foregoing, the Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any part of the Premises; complete construction; make repairs; collect rents; prosecute collection of any sums due with respect to the Premises; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Premises. All monies paid for any of the purposes authorized in this Mortgage and all expenses paid or incurred in connection with, including reasonable attorneys' fees, and any other monies advanced by the Mortgagee to protect the Mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable upon the performance by the Mortgagee, so long as notice is simultaneously delivered to the Mortgagor with interest thereon as the Default Rate.

6. **Acceleration of Indebtedness in Case of Default.**

6.1. **Event of Default.** A default shall occur if one or more of the following events ("Events of Default") shall occur: (a) if default be made for fifteen (15) days in the due and punctual payment of said Note, either of principal or interest or in the payment of any sum required to be paid by the Mortgagor or the maker of the Note required or set forth in the Note or pursuant to this Mortgage; or (b) if the Mortgagor shall file a petition in voluntary bankruptcy or under Title 11 of the United States Code or any other similar law, statute or regulation, state or federal, whether now or hereafter existing, or answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days as provided below; or (c) if the Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor for all of its property or the major part of its property in any involuntary proceedings, or any court shall have taken jurisdiction of the property of the Mortgagor, or the major part of its property in any involuntary proceedings for the reorganization, dissolution, liquidation or winding up of the Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (d) if the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) if default shall be made in the due observance or performance of any other of the covenants, agreements or conditions contained in this Mortgage and required to be kept or performed or observed by the Mortgagor; or (f) if any material representation made by the Mortgagor or others in, under or pursuant to the Note, this Mortgage shall prove to have been false or misleading in any material aspect as of the date on which such representation was made; or (g) if the holder of a mortgage or of any other lien on the Premises (without hereby implying Mortgagee's consent to any such mortgage or other lien) institutes foreclosure proceedings or other proceedings for the enforcement of its remedies thereunder, then, upon the occurrence of any such Event of Default, and in every such case, the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to the Mortgagor.

6.2. **Cure Periods.** With respect to monetary defaults, the Mortgagor shall have ten (10) days after receiving notice from the Mortgagee of such monetary default to cure said default. With respect to non-monetary defaults, the Mortgagor shall have thirty (30) days after receiving notice from the Mortgagee of such non-monetary default to cure said default. In the event any non-monetary default cannot be cured within thirty (30) days after said notice, the Mortgagor must take reasonable steps to cure said default within said thirty (30) days and continue to act

reasonably and diligently until said default is cured, but in no event shall the cure period exceed one hundred twenty (120) days.

7. **Foreclosure; Expense of Litigation.** When the indebtedness, or any part of the indebtedness, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof, and in the event of the default in the payment of the amount due under the Note, the owner of such Note may accelerate the payment of same and may institute proceedings to foreclose this Mortgage for the entire amount then unpaid with respect to the Note. In any suit to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant 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, and such expense and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with interest at the Default Rate, defined below, and shall be secured by this Mortgage.

7.1. This Mortgage may be foreclosed once against all, or successively against any portion or portions of the Premises, as the Mortgagee may elect. This Mortgage and this right of foreclosure shall not be impaired or exhausted by one or any foreclosure or by one or any sale, and may be foreclosed successively and in parts, until all of the Premises have been foreclosed against and sold.

7.2. Any costs and expenses reasonably incurred in connection with any litigation affecting the debt or the Mortgagee's title to the Premises shall be added to and be a part of the indebtedness secured by this Mortgage. All such amounts shall be payable by the Mortgagor to the Mortgagee upon formal demand, and if not paid, shall be included as a part of the mortgage debt and shall include interest at the Default Rate, defined below, from the dates of their respective expenditures. Notwithstanding the above, the Mortgagor shall not be liable for the Mortgagee's attorneys' fees if the Mortgagor is successful in a dispute between the Mortgagor and the Mortgagee concerning impairment of the security interest granted by this Mortgage.

7.3. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph; second, all other items which, under the terms of this Mortgage, constitute secured indebtedness additional to that evidenced by the Note, with interest as provided in this Mortgage; third, all principal and interest remaining unpaid on the Note in the order of priority described in the Note; fourth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear.

7.4. After an Event of Default, the Mortgagee shall have the right and option to commence a civil action to foreclose the lien on this Mortgage and to obtain an order or judgment of foreclosure and sale, subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a

defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

8. Due on Sale or Encumbrance; Subordination. In the event the Mortgagor, or in the event the Mortgagor is a land trust and the beneficiary thereof, shall otherwise suffer or permit its or his legal or beneficial interest in the Premises to become vested in or become encumbered by any person or persons, firm or corporation who was not, at the date of execution of this Mortgage, so vested with a legal or beneficial interest in the Premises, or the mortgagee of a note secured by an encumbrance on the Premises, then, and in any such event, unless the same shall be done with the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, the happening shall constitute a default under this Mortgage, and the Mortgagee shall be authorized and empowered, at its option, and without affecting the lien created by this Mortgage or the priority of this lien, to declare without notice all sums secured by this Mortgage immediately due and payable. Not withstanding the above, this Mortgage and the rights of the Mortgagee created by this Mortgage are subject and subordinate to all encumbrances currently existing on the premises and to all future such encumbrances where the proceeds of any such future encumbrance will be used to enhance the value of the premises.

9. Waiver of Statutory Rights. MORTGAGOR WILL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY APPRAISEMENT, VALUATION, STAY, EXTENSION OR EXEMPTION LAWS, OR ANY SO CALLED "MORATORIUM LAWS", NOW EXISTING OR ENACTED IN THE FUTURE, IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. THE MORTGAGEE, FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE PROPERTY AND ESTATES COMPRISING THE PREMISES MARSHALED UPON ANY FORECLOSURE OF THE LIEN OF THIS MORTGAGE AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE PREMISES SOLD AS AN ENTIRETY. THE MORTGAGOR WAIVES ANY AND ALL RIGHT OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OR THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OR THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

10. Usury Laws, Etc. The Mortgagor represents and agrees that the proceeds of the Note will be used for the purposes and that the principal obligation secured by this Mortgage constitutes a business loan within the purview of the usury laws of the State of Illinois.

11. No Liability on Mortgagee. Notwithstanding anything contained in this Mortgage, the Mortgagee shall not be obligated to perform or discharge, and does not by this Mortgage undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether under this Mortgage, under any lease affecting the Premises, under any contract relating to the Premises or otherwise, and the Mortgagor shall and does agree to indemnify against and hold the Mortgagee harmless of and from: any and all liability, loss or damage which the Mortgagee may incur under or with respect to any portion of the Premises or under or by reason of its exercise of rights underthis Mortgage; and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any of the contracts, documents or instruments affecting any portion of the Premises or affecting any rights of the Mortgagor to the Premises except for those arising out of the Mortgagee's gross negligence or wilful misconduct. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or

asserted against the Mortgagee in its exercise of the powers granted to it in this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagor incur any such liability, loss or damage under any of the leases affecting the Premises or under or by reason of this Mortgage, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount of such expenditures, including costs, expenses and reasonable attorneys' fees.

12. **Default Rate.** The term "Default Rate" when used in this Mortgage shall mean ten percent (10%) per annum.

13. **Incorporation.** The terms of the Note secured by this Mortgage are incorporated into this Mortgage by reference and are specifically made a part of this Mortgage and shall be binding upon the Mortgagor, its successors and assigns.

THIS MORTGAGE is executed by AMERICAN NATIONAL BANK & 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 & TRUST COMPANY OF CHICAGO warrants by this Mortgage that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Mortgage or in said note contained shall be construed as creating any liability on AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO personally to pay the note or any interest that may accrue on this Note balance, or any indebtedness accruing under this Mortgage, or to perform any covenant either express or implied in this Mortgage, all such enforcement against the personal assets of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO being expressly waived by Mortgagee and by every person now or in the future claiming any right or security under this Mortgage, and that so far as AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO personally is concerned, the legal holder or holders of the Note and the owners of any indebtedness accruing under this Mortgage shall look solely to the Premises for the payment of such indebtedness, by the enforcement of the lien created by this Mortgage, in the manner described in this Mortgage and in the Note.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Asst Secretary, the date and year first above written.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally or individually but as Trustee under Trust Agreement dated July 16, 1962, and known as Trust No 17767.

By: _____
Its Vice President

ATTEST:
_____
Its Asst Secretary

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN, _____ President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED July 16, 1962 AND KNOWN AS TRUST NO. 17767, and Anita M. Lutkus, _____ Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and Assistant 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 national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of SEP 23 1994, 1994.

Michelle M. Trigo
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
MICHELLE M. TRIGO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/17/97

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