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ASSIGNMENT OF RENTS AND LEASES

As Security for a Loan From STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The rate of this Assignment of Rents and Leases (Agreement) is February 14, 1994, and the parties are the following:

OWNER/BORROWI R:

MIDWEST BAP . NO TRUST CO. T/U/T DATED 2-21-90 A/K/A TRUST #90-5934 AND NOT PERSONALLY a trust 1606 N HARLEM AVIE. ELMWOOD PARK, 1U MOIS 60635 DAVID KOELLER 1160 S WESLEY OAK PARK, IL 60304 Social Security # 347-50-603 / ELIZABETH KOELLER 1160 S WESLEY OAK PARK, IL 60304

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 6734 Joset Road Countryside, Minois 60525 Tax I.D. # 38-2814456

- 2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and in tudes the following:

 A. A promissory note, No.

 (Note) dated February '4, 1994, and executed by MIDWEST BANK AND TRUST CO. T/U/T DATED 2-21-90 A/K/A TRUST #90-5934 AND NOT PERSONALLY, DAV. J. KOELLER, and EUZABETH KOELLER (Borrower) psyable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$550,000.00, plus interest, and all extensions, renewats modifications or substitutions thereof.
 - B. All future advances by Bank to Borrower, to Owner, to any one of them in to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Agreement is specifically referred to in the evidence of indebtodness with regard to such future and additional indebtodness).
 - All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Collaboral (as herein defined) and its value, and any other sums advanced, and expenses inculred by Bank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest method.
 - at the same rate provided for in the Note computed on a simple interest method.

 All other obligations, now existing or hereafter arising, by Borrower owing to Bark to the ordent the taking of the Collateral (as herein defined) as security therefor is not prohibited by law, including but not limited to life of so for overdrafts, all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as gradulor, endersor or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, for instead or unliquidated, or joint, several, or joint and several.
 - Borrower's performance of the terms in the Note or Loan, Owner's performance of any terms in this Agreement, and Borrower Owner's performance of any terms in any deed of trust, any trust deed, any trust indenture, any mongage, any deed to secure debt, any security agreement, any other assignment, any construction loan agreement, any loan agreement any assignment of beneficial interest any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Notr or Loan.

However, this security interest will not secure another debt

- A. If this security interest is in Borrower's principal dwelling and Bank fails to provide (to all persons entitleu) inv notice of right of reseissic required by law for such other debt; or
- B. If Bank fails to make any disclosure of the existence of this security interest required by law for such other debt.

3. BACKGROUND. The Loan is secured by, but is not firmled to, a mortgage (Mortgage) dated February 14, 1994, on the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

LOT 34 AND THE WEST 10 FEET OF LOT 35 IN RESUBDIVISION OF LOTS 1 TO 11 INCLUSIVE IN GEORGE SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY ILLINOIS. THU: 16-07-361.007

The Property may be commonly referred to as 901-909 S BOULEVARD, Cook Peak La

- 4. ASSIGNMENT. In consideration of the Loan, Owner assigns, bargains, sells and conveys to Bank all of Owner's right, title and interest in and to all rents and profits from the Property and all leases of the Property now or hereafter made, effective immediately upon the execution of this Agreement
 - (all of which are collectively known as the Collateral), which Collateral is described as follows:

 A ail leases (Leases) on the Property. The term "Leases" in this Agreement shall include all agreements, written or verbal, existing or hereafter arising, for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases thereunder.

- the displacements of the performance of any party under the Leases.

 the right to collect and receive all revenue (Rent) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: revenue, issue, profits, rent, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, security deposits, insurance premium contributions, liquidated damages following default, cancellation premiums, loss of rents' insurance or other proceeds, and all rights and claims which Owner may have against any person under the terms of the Leases.
- COLLECTION OF RENT. Owner shall give notice of Bank's rights to all Rent and notice of direct payment to Bank to those obligated to pay Rent. Prior to an Event of Default, Owner may continue to collect all Rent from the Leases on the Property now due or which may become due. Owner agrees to direct all tenants that in certain instances they may be required to pay Rent due or to become due to Bank. Owner shall endorse and deliver to Bank any money orders, checks or drafts which represent Rent from the above-described Property, apply the proceeds to the Obligations, and give notice of Bank's rights in any official Rent and gove obligated to Bank to those obligated to pay such Rent. Bank shall be the

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creditor of each Lessee in respect to assignments for the benefit of creditors, bankrupicy, reorganization, rearrangement, insolvency, dissolution or receivership proceedings by Lessee, and Owner shall immediately pay over to Bank all sume Owner may receive as creditor from such actions or proceedings. Also, Bank may collect or receive all payments paid by any Lessee, whether or not pursuant to the terms of the Leases, for the right to terminate, nancel or modify the Leases, and Owner shall immediately pay over to Bank all such payments as Owner may receive from any Lessee. Bank shall have the option to apply any amounts received as such creditor to the Obligations. The collection or receipt of any payments by Bank that not constitute Bank as being a mortgagee in possession.

- 8. APPLICATION OF COLLATERAL PROCEEDS. Any Rent or other payments received or to be received by virtue of the Collateral, will be applied to any amounts Borrower owes Bank on the Obligations and shall be applied first to costs and expenses, then to accrued interest and the balance, if any, to principal except as otherwise required by law.
- 7. WARRANTIES. To induce Bank to make the Loan, Owner makes the following representations and warranties:

 - A. Owner has good title to the Leases and Rent and good right to assign them, and no other person has any right in them;

 8. Owner has duly performed all of the terms of the Leases that Owner is obligated to perform;

 C. Owner has not previously assigned or encumbered the Leases or the Rent and will not further assign or encumber the Leases or future
 - D. No Rent for any period subsequent to the current month has been collected or received from Lessee, and no Rent has been compromised. The torm "Lasseo" in this Agreement shall include all persons or entities obligated to Owner under the Leases;
 Upon request by Bank, Owner will deliver to Bank a true and complete copy of an accounting of Rent which is current as of the date
 - requested:
 - Owner has compiled and will continue to comply with any applicable landlord-tenant laws;

 - No Lessee is in default of any of the terms of the Leases;

 Owner has not and will not waive or otherwise compromise any obligation of Leases under the Leases and will enforce the performance of
 - every obligation to be performed by Lessee under the Lesses;

 Owner will not modify the Lesses without Bank's prior written consent, will not consent to any Lessee's assignment of the Lesses, or any subletting "ore under, without Bank's prior written consent and will not sell or remove any personal property located on the Property unless replaced in like kind for like or better value; and
 J. Owner will not rubordinate any Leases to any mortgage, lion, or encumbrance affecting the Property without Bank's written consent.
- 8. CWNER'S AGREEMENTS. In consideration of the Loan, Owner agrees:
 A. to deliver to Bank upon execution of this Agreement copies of the Leanes, certified by Owner, as being true and correct copies which accurately represent in consactions between the parties;
 - B. not to amend, modify, without or in any manner after the terms of any Leases, or cancel or terminate the same, or accept a surrender of any premises covered by such Leases without the prior written consent of Bank in each instance;
 - to observe and perform all obligations of Lesser under the Leases, and to give written prompt notice to Bank of any default by Lesser or Lossee under any Losses;
 D. to notify each Lossee in writing that any deposits previously delivered to Owner have been retained by Owner or assigned and delivered to
 - Bank as the case may be:
 - Bank as the case may be;

 E. to appear in and defend any action of proceeding pertaining to the Leases, and, upon the request of Bank, to do so in the name and on behalf of Bank but at the expense of Owner, and to pay all costs and expenses of Bank, including reasonable atterneys' fees to the extent not prohibited by law, in any such action of proceeding in which Bank may appear.

 F. to give written notice of this Agreement in each Lessee which notice shall contain instructions to each Lessee that in certain instances Lessee shall make all payments of Rent direction to Bank;

 G. to indemnify and hold Bank harmiess for all tail in the lesses, including reasonable atterneys' fees, Bank incurs when Bank, at its discretion, elects to exercise any of its remades upon default of Lessee;

 H. that if the Lesses provide for abatement of Rent during repair due to fine or other casualty, Bank shall be provided satisfactory insurance coverage; and

 - coverage; and
 - 1. that the Leases shall remain in full force and effect regardless of kny morper of the Lesson's and Lessoe's interests.
- 9. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

 A. Faiture by any party obligated on the Obligations to make payment when due; or

 B. A default or breach by Berrower, Owner or any co-signer, encoder, surety, or guaranter under any of the terms of this Agreement, the Mote, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guarantyling, securing or otherwise relating to the Obligations; or

 C. The making or furnishing of any verbal or written representation, state on, it or warranty to Bank which is or becomes laise or incorrect in particular contents.
 - any material respect by or on behalf of Owner, Borrower, or any one of them, or any co-signer, endorsor, surely or guaranter of the Obligations; or
 - D. Fadure to obtain or maintain the insurance coverages required by Bank, or in artince as is customary and proper for the Collateral (as herein defined); or
 - E. The death, dissolution or insolvency of, the appointment of a receiver by or on build of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commerce mint of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor reflect turn by or against Owner, Borrower, or any one of them, or any co-signer, endorser, surely or guarantor of the Obligations; or
 - A good faith beset by Bank at any time that Bank is insecure with respect to Borrower, or any consigner, endorser, surety or guaranter, that the prospect of any payment is impaired or that the Collateral (as herein defined) is impaired or
 - G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, e.c.ow or escrow deficiency on or before the due dato: or
 - H. A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Collateral or repayment of the Obligations; or
 I. A transfer of a substantial part of Owner's money or property.
- 10. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time therefore. In addition, upon the of an Evert of Default or at any time thereafter by Mongagor under the Montgage, Bank, at Bank's option, sor I have the right to
 - any or all of the following remedies:

 A. To continue to collect directly and retain Rent in Bank's name without taking possession of the Property and to demand, collect, receive, and sup for the Rent, giving proper receipts and releases, and, after deducting all reasonable expenses of collection, apply the balance as legally permitted to the Note, first to accrued interest and then to principal. To recover reasonable atterneys' less to the extent not prohibited by law,

 - To declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the remedies provided by law, the Note, the Mortgage or this Agreement.
 - To enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, evict any Leases, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, stiorneys' and accountants' loss, the Obligations, and toward the maintenance of reserves for replacement. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, mortgages under a mortgage, or receiver to be appointed by a court, and irrespective of Owner's possession.

The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Morigage or this Agreement, or invalidate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall centimue for so long as Bank shall elect, notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the sense or approximate to have they have called unit original constant. It saws an a tractable test to describe the first for any state of any state or the first form of the first the first form of the first form of the first form of the first first form of the first first form of the first f Mortgage, or any other document securing, guarantying or otherwise relating to the Obligations.

In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan documents. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all remedies provided at law or equity, whether or not

11. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

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A. As used in this paragraph:

- (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", 42 U.S.C. 8601 et seq.), all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concorning the public health, safety, welfare, environment or a Hazardous Substance (as defined herein).
- "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

 Owner represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:
 (1) No Hazardous Substance has been, is or will be located, transported, manufactured, treated, refined, or handled by any person. on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

(2) Owner has not and shall not cause, contribute to or permit the release of any Hazardous Substance on the Property.

- (3) Owner shall immediately notify Bank it: (3) a release or threatened release of Hazerdous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Owner shall take all necessary remedial action in accordance with any Environmental Law.
- Environmental Law.

 (4) Owner has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (a) any Hazardous Substance located on, under or about the Preperty or (b) any violation by Owner or any tenant of any Environmental Law. Owner shall immediately notify Bank in writing as soon as Owner has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

(5) Owner and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well shall be added unless Bank first agrees in writing.

(7) Owner will regularly inspect the Property, monitor the activities and operations on the Property, and cenfirm that all permits, scens any approvals required by any applicable Environmental Law are obtained and compiled with.

(8) Owner will permit, or cause any tenant to permit, Bank or Bank's agent to enter and inspect the Property and review all records at any reas ine lie time to determine: (a) the existence, location and nature of any Hazardous Substance on, under or about the Property; (a) an existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; (c) whether or not Owner and any tenant are in compliance with any applicable Environmental Law.

Upon Bank's right at, Owner agrees, at Owner's expense, to engage a qualified environmental engineer to prepare an environmental aurit of the Property and to submit the results of such audit to Bank. The choice of the environmental engineer who will perform sur haudit is subject to the approval of Bank.

(10) Bank has the right, but not the obligation, to perform any of Owner's obligations under this paragraph at Owner's expense.

(11) As a consequence of any xeech of any representation, warranty or promise made in this paragraph, (a) Owner will indemnify and hold Bank and Bank's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remodiriting costs, penalties and expenses, including without limitation all costs of litigation and reasonable atternays' feed, which Bank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Agreement and in Journ Owner will provide Bank with collatoral of at least equal value to the Property secured by

this Agreement without prejudice to any of Bank's rights under this Agreement.

(12) Notwithstanding any of the language organization of this Agreement to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deer of thist, mortgage or any obligation regardless of any passage of title to Bank or any disposition by Bank of any or all of the Fup riv. Any claims and defenses to the contrary are hereby waived.

- ADDITIONAL POWERS OF BANK. In addition to all other powers, granted by this Agreement and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of Civil Proce jure, Section 15–1101, at seq.
- TERM. This Agreement shall remain in effect until the Obligations are fully and finally paid. Upon payment in full of all such indebtedness, Bank shall execute a release of this Agreement upon Owner's request.

- TIME IS OF THE ESSENCE. Time is of the essence in Owner's perform and of all duties and obligations imposed by this Agreement.
- B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearan e from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Owner's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and it signed by Bank.

AMENDMENT. The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Owner and Bank.

INTEGRATION CLAUSE. This written Agreement and all documents executed can unrently herewith, represent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

FURTHER ASSURANCES. Owner, upon request of Bank, agrees to execute, ecknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any 5e i.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of ILLINOIS, a ovided that such laws are not otherwise preempted by lederal laws and regulations.
FORUM AND VENUE. In the event of itrigation pertaining to this Agreement, the exclusive forum, vinue and place of jurisdiction shall be in

the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.

SUCCESSORS. This Agreement shall incre to the benefit of and bind the heirs, personal representance successors and assigns of the parties; provided however, that Owner may not assign, transfer or delegate any of the rights or obligations and it has Agreement.

NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be

applicable to all genders.

DEFINITIONS. The terms used in this Agreement, if not defined herein, shall have their meanings as desired in the other documents

executed contemporaneously, or in conjunction, with this Agreement.

PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any subparagraph, in this Agreement are for convenience

only and shall not be dispositive in interpreting or construing this Agreement.

IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.

M. NO ACTION BY BANK. Nothing contained herein shall require the Bank to take any action

OWNER/BORROWER:

Individuality

MIDWEST BANK AND TRUST CO. T/U/T DATED 2-21-90 A/K/A TRUST #90-5934 AND NOT PERSONALLY Mentone Trust ADMINISTRATOR SEE EXCULPATORY RIDER ATTACHED TO AND MADE PART HEREOF. DAME KOELLER Individually Cludity Kulling

Initial PAGE Precared by & Mair to a State Fask of Country and 6734 this Assignment of Rents & Leases 02/14/94 ** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.** KOELLER, D/E

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NOT PERSONALLY, personally known to m	##: 16/14, I, CHESTER SZVSK/I a notary public, certify the Trusted, for MIDWEST BANK AND TRUST CO. T/UT DATED 2-21-60 A/K/A TRUST 490-5904 AND to be the same person whose name is subscribed to the foregoing instrument, appeared before me
 this day in person, and acknowledged that 	t (he/sho) signed and delivered the instrument as (his/her) free and voluntary act, for the uses an
purposes set forth. My commission expires:	3 "OFFICIAL SEALU
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On this day of 19	I. a notany nublic continu that DAMI
KOELLER, personally known to me to be the	, I, a notary public, certify that DAVII as same person whose name is subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that (he/she) sign My commission expires:	ed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set lorth.
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STATE OF	
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COUNTY OF	
On this day of	G I matem multiple agents at a
On this day of , 1	9 , I, , a notary public, certify the
On this day of , 1 ELIZABETH KOELLED personally known to r	9 , 1,
On this day of , 1 ELIZABETH KOELLED personally known to r	9 , 1, no to be the same person whose name is subscribed to the foregoing instrument, appeared before me (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and
On this day of the EUZABETH KOELLEA pursonally known to rethis day in person, and ocknowledged that	9 , 1, no to be the same person whose name is subscribed to the foregoing instrument, appeared before me (he/she) signed and delivered the instrument as (his/her) free and vokuntary act, for the uses and
On this day of ELIZABETH KOELIZA personally known to rethin day in person, and knowledged that purpose set forth.	(he/sha) signed and delivered the instrument as (his/her) from and vokintary ect, for the uses and
On this day of ELIZABETH KOELIZA personally known to rethin day in person, and knowledged that purpose set forth.	, a notery public, certify that no to be the same person whose name is subscribed to the foregoing instrument, appeared before me (he/she) signed and delivered the instrument as (his/her) free and vokuntary act, for the uses and NOTARY PUBLIC
On this day of ELIZABETH KOELLY, p reonally known to rethin day in person, and xcknowledged that purpose set forth. My commission expires:	(he/sha) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and
On this day of ELIZABETH KOELIZA personally known to rethis day in person, and scknowledged that purposes set forth. My commission expires:	(he/she) signed and delivered the instrument as (his/her) from and vokuntary act, for the uses and

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

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ASSIGNMENT OF RENTS AND LEASES DATED FERRUARY 14, 1994

AND EXECUTED BY MIDNEST BANK AND TRUST COMPANY, AS

TRUSTEE UNDER TRUST AGREEMENT #90-5934:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the tristice are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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