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**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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 premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof 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 the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of a demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or mortgage subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

24. The attached Riders are hereby incorporated in this Mortgage as

IN WITNESS WHEREOF, Borrower has executed this Mortgage, though fully set forth herein.

FIRST UNITED BANK, as Trustee, u/t/a dated  
06/02/95, known as Trust No. 1728.  
By: W. Anthony Kopp Sr. Vice President ..... Borrower

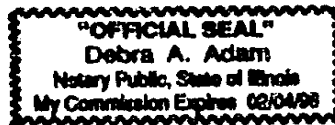
STATE OF ILLINOIS ) Attest: Marilyn Carlsson .....  
COUNT OF COOK ) SS. Asst. Vice President ..... Borrower

I, the undersigned, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that W. Anthony Kopp, Sr. Vice President of First United Bank, as Trustee u/t/a dated June 2, 1995, and known as trust number 1728, and Marilyn Carlsson, Asst. Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President and Asst. Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Asst. Vice Pres. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of August, 1995.

Debra A. Adam  
Notary Public

My commission expires: 2/1/98  
(Space Below This Line Reserved For Lender and Recorder)



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## BALLOON RIDER

THIS BALLOON RIDER is made this 17<sup>th</sup> day of August, 1995, between the Mortgagor, FIRST UNITED BANK, as Trustee under Trust Agreement dated June 2, 1995, and known as Trust Number 1728, (herein "Borrower"), and the Mortgagee, James J. Curtis, Jr., Mary S. Bulkeley, Chlorys C. Alderdice and Steven B. Randall, as their interests may appear in the attached Exhibit B, (collectively referred to herein as the "Lender"), and this Balloon Rider is incorporated into the Mortgage and Note to which it is attached which are made of even date herewith.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$275,000.00, which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for payment of the entire outstanding principal balance and accrued interest thereon at the rate of 9.5% per annum on August 17<sup>th</sup>, 2000;

BORROWER understands and covenants that the principal and accrued interest thereon at the rate of 9.5% is due and payable on August 17, 2000 (the "Final Payment Date"), and in the event Borrower fails to timely pay said amount by the Final Payment Date, then Borrower further understands, covenants and agrees that any of said amounts unpaid by the Final Payment Date shall bear interest at the rate of 12.5% per annum from the Final Payment Date until all said amounts plus interest thereon accrued after the Final Payment Date, are paid in full.

WHEREFORE, Borrower has set his hand and seal on the date first above written.

FIRST UNITED BANK, an Illinois Corporation, as Trustee, under Trust Agreement dated June 2, 1995 and known as Trust No. 1728

By: [Signature]  
Title Sr. Vice President

Attest: [Signature]  
Title Asst. Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that W. Anthony Kopp, Sr. Vice President of First United bank, and Marilyn Carlsson, Asst. Vice Pres. of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_

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Sr. Vice Pres \_\_\_\_\_ and Asst. Vice President \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and puposes therein set forth; and the said \_\_\_\_\_ Asst. Vice Prethen and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as hiw own free and voluntary act and as the free and voluntary act of said bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of August, 1995.

*Debra A. Adam*

Notary Public

My commission expires: 2/4/98



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hereto and made a part hereof.

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## PARAGRAPH TWO WAIVER RIDER

THIS PARAGRAPH TWO WAIVER RIDER is made this 17<sup>th</sup> day of August, 1995, between the Mortgagor, FIRST UNITED BANK, as Trustee under Trust Agreement dated June 2, 1995 and known as Trust Number 1728 (herein "Borrower"), and the Mortgagee, James J. Curtis, Jr., Mary S. Bulkeley, Chlorys C. Allderdice and Steven B. Randall, as their interests may appear in the attached Exhibit B, herein ("Lender") and is incorporated into the Mortgage to which it is attached of even date herewith (the "Mortgage").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$275,000.00, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for payment of the entire outstanding principal balance and accrued interest thereon at the rate of 9.5% per annum on or before August 17, 2000;

Lender hereby waives its right to enforce Paragraph Two of the Mortgage subject to the following:

1. Borrower must tender to Lender prior to funding of the Mortgage (a) a policy of insurance from a property insurer reasonably acceptable to Lender (the "Company") showing Lender as an additional insured of the Property Address and (b) a paid receipt showing the first year premium on said policy of insurance as being paid in full for the first year. Borrower must promptly pay all fees and charges imposed by the Company to maintain the coverages hereinafter set forth until such time as the Mortgage is paid in full.

A. The policy of insurance referred to in the preceding paragraph shall include the following coverages for the Property Address in the amounts stated:

- (i) commercial property coverage in an amount equal to not less than \$335,000.00.
- (ii) public liability coverage in an amount equal to not less than \$1,000,000.00/\$3,000,000.00 per occurrence.
- (iii) medical coverage in an amount equal to not less than \$10,000.00 per occurrence

B. The aforementioned policy of insurance shall include a provision requiring the Company providing the insurance to give notice to the Lender in the event of any alterations to the coverages, including, without limiting the generality of the foregoing, notices for non-renewal and non-payment.

2. The Borrower shall timely pay all real estate tax bills affecting the Property Address and shall promptly notify the Lender thereof. Borrower shall comply with all reasonable requests made by Lender concerning confirmation of any such payments.

In the event the Borrower fails to comply with any of the above, then Lender shall, at Lender's sole option, terminate its

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waiver of its right to enforce the terms of Paragraph Two of the Mortgage. In the event Lender exercises said option, Lender shall give Borrower written notice thereof by certified mail, return receipt requested, and Borrower, upon receipt of said notice, shall immediately comply with the terms contained in said Paragraph Two of the Mortgage.

WHEREFORE, Borrower has set his hand and seal on the date first above written.

FIRST UNITED BANK, an Illinois Corporation, as Trustee, under Trust Agreement dated June 2, 1995 and known as Trust No. 1728

By: [Signature]  
Title Sr. Vice President

Attest: [Signature]  
Title Asst. Vice President

STATE OF ILLINOIS )  
COUNT OF COOK )

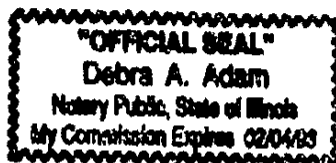
I, the undersigned, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that W. Anthony Kopp, Sr. Vice President of First United bank, and Marilyn Carlsson, Asst. Vice Pres. of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice Pres. and Asst. Vice Pres., respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and puposes therein set forth; and the said Asst. Vice Pres. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as hiw own free and voluntary act and as the free and voluntary act of said bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of August, 1995.

[Signature]

Notary Public

My commission expires: 2/4/98



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## EXHIBIT "B"

That the interests of James J. Curtis, Jr., Mary S. Bulkeley, Chlorys C. Allderdice and Steven B. Randall, in any document to which this Exhibit "B" is attached are as follows:

James J. Curtis Jr.	.15726
Mary S. Bulkeley	.30639
Chlorys C. Allderdice	.30639
Steven B. Randall	.22986

That with regard to the Note to which this Exhibit "B" is attached, the Borrower therein is hereby directed to make all payments thereon as follows.

Pay to the order of: "James J. Curtis Jr., Mary S. Bulkeley, Chlorys C. Allderdice, Steven B. Randall, as their interests appear;"

and the Borrower therein is further directed to mail said payments to James J. Curtis, Jr., 1440 Coventry Court, Darien, Illinois 60559, unless otherwise directed pursuant to notice under the Note.

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hereto and made a part hereof.

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## EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by First United Bank, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder, that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on First United Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser, or guarantor of said note.

FIRST UNITED BANK  
not individually but solely as Trustee  
under Trust No.

BY:

BY:

Cook County Clerk's Office

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