This document was prepared by: **MOUNT GREENWOOD BANK** 3062 W. 111TH CHICAGO, ILLINOIS 60655

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    - COOK COUNTY RECORDER

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#### ASSIGNMENT OF LEASES AND RENTS

As Security for a Loan From MOUNT GREENWOOD BANK

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Agreement) is November 13, 1995, and the parties are the following:

OWNER/BORROWER:

CHICAGO TRUST COMPANY AT/U/T/A DATED 1/13/84 A/K/A TRUST #1084608 OUNTY CORTÉS

a trust

171 North Clark Street Chicago, Minois 60602

BANK:

MOUNT GREENWOOD BANK an ILLINOIS banking corporation 3052 W. 111TH CHICAGO, ILLINOIS 60655 Tax I.D. # 36-2202468 Brench No. 13730

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the 'ofform'.

- A promissory note, Na. , (Note) dated November 13, 1995, and executed by CHICAGO TRUST COMPANY A/T/U/Y/A DATED 1/13/84 A/K/A TAUST #1084608 (Borrower) physible in monthly payments to the order of Bank, which evidences it loan (Loan) (Borrower in the amount of \$150,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Owner, to any one of them or 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 indebtedness with regard to such future and additional indebtedness).
- C. At additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Colleteral (as herein defined and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Colleteral (as herein defined) as security therefor is not prohibited by law, including but

igrament of Leases & Rents (c) 1964, Bankers Systems, Inc. St. Cloud, MA: 11-28-04:195-2.80 7151 SOUTH INDIANA 11/13/25 \*\* READ FRONT AND BACK OF EACH PAGE FOR ANY REMAINING PROVISIONS.\*\* PAGE 1

not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as guaranter, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary. Equidated or unitiquidated, or joint, several, or joint and several.

E. Borrower's performance of the terms in the Note or Loan, Owner's performance of any terms in this Agreement, and Borrower's and Owner's performance of any terms in any deed of trust, any trust deed, any trust indenture, any mortgage, 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 Note or Loan.

However, this security interest will not secure another debt:

- A. If Barak falls 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 limited to, a mortgage (Mortgage) dated November 13, 1995, on the following (Securibed property (Property) situated in COOK County, ILLINOIS, to-wit:

Lot 7 in Block 3 in Prescott's Subdivision of the East 1/2 of the Northwest 1/4 of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.M.il: 20-27-103-012

The Froperty may be commonly referred to as 7151 South Indiana, Chicago, Illinois

- 4. ASSIGNMENT OF LEASES AND RENTS. Owner grants, bergains, mortgages, sells, conveys, warrants, assigns and transfers to Bank as additional security all the right, title and interest in and to any and all:
  - A. Existing or future leases, subleases, likeness guaranties of performance of any party thereunder and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, no lifications or substitutions of such agreements (all referred to as "Leases").
  - B. Rants, issued and profits (all referred to as "Flents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, tissurance premium: contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Owner may have that in any way pertains to or to on account of the use or occupancy of the whole or any part of the Property.

in the event any item listed as Leases or Rents is determined to be personal property, this Agreement will also be regarded as a security agreement.

5. COLLECTION OF RENT. Owner may collect, receive, enjoy and use the Rents so long as Owner is not in default. Except for one lease period's rent, Owner will not collect in advance any Rents due in Jutura lease periods, unless Owner first obtains Bank's written consent. Upon default, Owner will receive any Rents in trust for Bank and Owner will not commingle the Rents with any other funds. Any amounts collected shall be applied at Bank's discretion first to costs of managing, protecting and preserving the Property, and to applied to reduce the Otiligations. Owner agrees that this assignment is immediately effective between the parties to this Agreement and effective as to third parties on the recording of this Agreement. Owner agrees that Bank is entitled to notify Owner or Owner's tenants to make payments of Rents due or to become due directly to Bank after such recording, however Bank agrees not to notify Owner's tenants until Owner defaults and Bank notifies Owner of the default and demands that Owner and Owner's tenants pay all Runts due or to become due directly to Bank. On receiving the notice of default, Owner will endonce and deliver to Bank any payments of Rents.

- 6. APPLICATION OF COLLATERAL PROCEEDS. Any Rent or other payments received or to be received by virtue of the Colleteral, will be applied to any amounts Borrower owes Bank on the Obligations and shell be applied first to costs and expenses, then to accrued interest and the balance, if any, to principal except as
- 7. WARRANTIES AND COVENANTS. To induce Bank to extend credit by entering into the Obligations, Owner
  - A. Owner has good title to the Leases, Rents, and Property and the right to grant, bergain, mortgage, sell, convey, warrant, assign and transfer to Bank as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.
  - 8. Owner has recorded the Leases as required by law or as otherwise prudent for the type and use of
  - C. No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and lendlords and tenants. Owner, at its sole cost and expense, will keep observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Owner or any party to the Lease defaults or fails to observe any applicable www. Owner will promptly notify Bank of this noncompliance.
  - D. When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Owner will insure against this risk of loss with a policy satisfactory to Bank.
  - E. Owner will promptly provide Bank with copies of the Leases and will certify these Leases are true and correct copies. The redsting Leases will be provided on execution of the Agreement, and all future Leases and any other reformation with respect to these Leases will be provided immediately after they are executed.
  - F. Immediately after execution of this Agreement, Owner will notify all current and future tenants and others obligeted under the Leesas of Pank's right to the Leeses and Rents, and will request that they immediately pay all future Rents directly to Bank when Owner or Bank demand them to do so.
  - G. When Bank requests, Owner will provide to Bank an accounting of Rents, prepared in a form acceptable to Bank, subject to generally excepted accounting principles in effect when such statements are made, and certified by Owner of Conner's accountant to be current, true, accurate
  - H. Owner has not subjet, modified, extended, canceled or otherwise altered the Leases, or accepted the surrander of the Property covered by the Leases (unless the Leases so required), nor will Owner
  - I. Owner has not assigned, compromised, subordinated or encumbered the Leases and Rents, and
  - J. Owner will not enter into any future Leases without prior written consent from Bank and at Bank's request. Owner will execute and deliver such further assurances and assignments as to these future Lauses as Bank requires from time to time.
  - K. Owner will not self or remove any personal property on the Property, unless Owner replaces this personal property with like kind for the same or better value.
  - L. Owner will appear in and prosecute its claims or defend its little to the Leases and Hents against any claims that would impair Owner's interest under this Agreement, and on Bank's request, Owner will also appear in any action or proceeding in the name and on behalf of Bank. Owner will pay Bank for all costs and expenses, including reasonable attorneys' fees, incurred by Bank for appearing in any action or proceeding related to the Leases or Rents. Owner agrees to assign to Bank, as requested by Bank, any right, claims or defenses which Owner may have against parties who supply labor or materials to improve or maintain the lesseholds subject to the Leases and/or
- M. Bank does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Bank acts to manage, protect or preserve the Property, except for losses or damages due to Bank's gross negligence or intentional torts. Otherwise, Owner will indemnify Bank and hold Bank harmless for any and all liability, loss or damage that Bank may incur when Bank opts to exercise any of its remedies against tenants or others obligated under the Leases.
- N. Owner will not cause or permit the leasehold estate under the Leases to merge with Owner's

reversionary interest, and agroes that the Leases shall remain in full force and effect regardless of any merger of the Owner's interests and of any merger of the interests of Owner and of tenants and other parties obligated under the Lease. .

O. Sank will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the banefit of creditors, an insolvency, a dissolution or a receivership

proceeding, or a bankruptcy.

P. If Owner becomes subject to a voluntary or involuntary bankruptcy, then Owner agrees that Bank is antitled to receive ratins from the automatic stary in bankruptcy for the purpose of making this Agreement effective and enforceable under state and federal law and within Owner's bankruptcy proceedings.

8. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Everts of Default):

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

B. A default or breach by Forrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of this Agreement, the Note, 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, guarantying, securing or otherwise relating to the Obligations; or

C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes fall a or incorrect in any material respect by or on behalf of Owner, Borrower,

or any co-signer, endorser, furety or guarantor of the Obligations; or

Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is

customary and proper for the Cultificatal (as herein defined); or

E. The death, dissolution or insolvery of the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors to or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Owner, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or

F. A good faith belief by Bank at any time that Elerar is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the project of any payment is impaired or that the

Collateral (as herein defined) is impaired; or

G. Fallure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, secrow or secrow deficiency on or before its due date; or

H. A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bark's opinion, impairs the Collateral or repayment of the Obligations; or

I. A transfer of a substantial part of Owner's money or property.

9. 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 Dafault or at any time thereafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Mortgagor under the Mortgage, Bank, at Bank's option will have the right to exercise 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 sue for the Rant, 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.

B. To recover reasonable attorneys' fees to the extent not prohibited by law.

C. To declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the

remedies provided by isw, the Note, the Mortgage or this Agreement.

D. To enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, svict any Leases, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall dearn 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:

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evers. 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) Except as previously disclosed and acknowledged in writing to Bank. Owner and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

(6) Except as previously disclosed and acknowledged in writing to Bank, 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 confirm that all permits, licenses or approvals required by any applicable.

Environmental Law are obtained and compiled with.

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

(9) Upon Braik's request, Owner agrees, at Owner's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such with to Bank. The choice of the environmental engineer who will perform

such audit 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 of Owner's expense.

- (11) As a consequence of any order of any representation, warranty or promise made in this paragraph, (a) Owner will incominly and hold Bank and Bank's successors or assigns harmless from and against all kine; claims, demands, liabilities, damages, cleanup, response and remediation costs, privales and expenses, including without limitation all costs of litigation and reasonable attorings' fees, which Bank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Agreement and in return Owner will provide Bank with collateral 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 contained in this Agraement to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of trust, mortgage or any obligation regardless of any passage of the to Bank or any disposition by Bank of any or all of the Property. Any claims and defended to the contrary are heraby

waived.

- 11. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this lipresment and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the #200%. Code of Civil Procedure, Section 15-1101, at sec.
- 12. 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.

#### 13. GENERAL PROMSIONS.

A. TIME IS OF THE ESSENCE. Time is of the essence in Owner's performance of all duties and

obligations imposed by this Agreement.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Owner's strict performence of any provisions contained in this Agreement, or other loan documents, shell not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.

C. AMENDMENT. The provisions contained in this Agreement may not be amended, except through

a written amendment which is signed by Owner and Bank.

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operating expenses, management, brokerage, attorneys' and accountants' fees, the Obligations, and toward the maintenance of reserves for repair or 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 Ownur'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, Mortgage or this Agreement, or invalidate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shall elect, notwithstanding that such collection and application of Bent may here cured the original default. If Bank shall thereafter elect to descontinue the exercise of any such remedy, the same or any other remedy under the law, the Note, Mortgage or this Agreement may be asserted the any time and from time to time following any subsequent default. The word "default" has the same metuling as contained within the Note or any other instrument evidencing the Collections, and the Mortgage, or any other document securing, guarantying or otherwise relating to the Ooligations.

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. Bank is entitled to all rights and remedies provided at law or equity which or not expressly stated in this Agreement. By choosing any remedy, Bank does not waive its right to an immediate use of any other remedy if the event of default continues or occurs again.

#### 10. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

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. 9601 at seq.), all federal, state and local laws, regulations, ordinances, court orders, atterney general opinions or interpretive letters concerning the public reach, safety, walfare, environment or a Hazardous Substance (as defined herein).

(2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristic; 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 ps "hazardous material," "toxic substances: "hazardous waste" or "hazardous substances" under any Environmental Law.

B. Owner represents, warrants and agrees that:

(1) Except as previously disclosed and acknowledged in writing to Bank, no Hazardous Substance has been, is or will be located, transported, manufacturer, 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) Except us previously disclosed and acknowledged in writing to Bank, Own in 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 II: (a) a release or threatened release of Hazardous 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.

(4) Except as previously disclosed and acknowledged in writing to Bank, 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 Property 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

EXECUTION WITH EXCUTRUSTEE UNDER TRUS	ILPATOI By # 10:	<b>RY CLAL</b> 84608	JSE FOR T		CAGO TI	RUST COMPA Assignmen	<b>INY.</b> E of Leas
Rents	DATED	Nov.	3, 1995	to		Greenwood	Barix
It is expressly understood notwithstanding, that ear undertakings and agreeme the warrantes, indemnities, are nevertheless each ar indemnities, representation purpose or with the intentional purpose of binding only instrument is executed and the powers conferred upon is assumed by not small at a on account of this first unagreement of the said in personal liability, if any, or an unmarked valuation or a	ch and a ents herei represent not every ins, cover ion of bin that port delivered it as suc- iny time to ent or on usue in ing expre	all of the in made tailons, coone of to nants, unding said ion of the distriction of the assertion account this instrusters which was account this instrusters which was account the assertion account this instrusters which was account the account this instruction account the account this instruction account this instruction account the account this instruction account the acco	e warrantie on the part ovenants, u hem, made ndertaidings if Trustee po e trust prop if Trustee no e; and that o ed or enforce of any warr ument cont	s, indemot the Tindertakin and agreers appears to personally be to personally indicated, aired, eissed.	inities, re- rustee whi ags and a- eements but are n icifically d wn right, b nal liability painst ??re lamnity, re- ther expre-	presentations, ile in form purp greements of star personal by the Trustenade and interiescribed here out solely in the Chicago Trustenaded or implicated or implinated or implicated or implicated or implicated or implicated or	covenants porting to be said Truster warrantes e or for the inded for the in, and this exercise o esponsibility t Company covenant of all such
IN WITNESS WHEREOF, I has caused these present hereunto affixed and attest	s to be si led by its	great by	ls Assistant	Vice Pri	esident, a	nd its corporat	e seal to be
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Property of Coot County Clert's Office

- D. INTEGRATION CLAUSE. This written Agreement and all documents executed concurrently 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.
- E. FURTHER ASSURANCES. Owner agrees, upon request of Bank and within the time Bank specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any
- F. GOVERNING LAW. This Agreement shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- G. FORUM AND VENUE. In the event of Rigation pertaining to this Agreement, the exclusive forum, vanue and place of juriediction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
- H. SUCCESSORS. This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Owner may not assign, truete or delegate any of the rights or obligations under this Agreement.
- NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the rise of any gender shall be applicable to all genders.
- J. DEFINITIONS. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Agreement.
- K. PARAGRAFH HEADINGS. The Beadings 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
- L. IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision to the extent rot otherwise limited by law shall be severable from the remaining provisions and shall in no way afforceability of the remaining provisions nor the validity of this Agreement.
- M. NO ACTION BY BANK. Nothing contained herein that require the Bank to take any action.

#### OWNER/BORROWER:

CHICAGO TRUST COMPANY A/T/U/T/A DATED 1/13/84 A/K/A TRUST #1084608

BY: SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE CHICAGO TRUST COMPANY As Trustee

<del></del>	
COUNTY OF	
On this day of, 19, 1,	. 8
	OMPANY, as Trustee, for CHICAGO TRUST COMPANY
	84608, personally known to me to be the same person
	strument, appeared before me this day in person, and the instrument as (his/her) free and voluntary ect, for the
<del></del>	NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 7 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

STATE OF

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