ank Glencos-Northbrook N.A.

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COOK COUNTY RECORDER

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MORTGAGE

BORROWER

The Borrowers shown on the Notes and Agreements shown below.

ADDRESS HE I

ROTHLORS

under Truck Agreement

AMERICAN NATIONAL BANK 2 TRUST CO.,

115817-09 dated JUT 2

33 NORTH LABALLE ST. CHICAGO, IL 60690

TELEPHONE NO.

IDENTIFICATION NO.

Walter ADDRESS

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances, leases, licenses and other agreements; rents, issues and profits; water, water, water, very little and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (currulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER LOAN LOAN NUMBER
VARIABLE	\$30,000.00	03/02/95	03/02/15	\$157522

all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for -

PERSONAL .... .... purpošes.

4. FUTURE ADVANCES. (X) This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described 

LP-ILSO1 @ FormAtion Technologies, Inc. (12/27/94) (807) 837-3780

5. EXPENSES. To the extent pointified by law, this Mortgage Societa the repayment of all amounts expended by Lender to perform Grantor's coverants under this Mortgage Societalism, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES, If checked, [2] this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Londor that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triable or nontriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be sinding on Grantor at any time;

(d) No action or proceeding is a shall be pending or threatened witch might materially affect the Property;

(e) Grantor has not violated and shell not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY CO BENEFICIAL INTERESTS IN BORROWERS. On sale of transfer to any person without the prior written approval of Ler de, of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a mitural person or persons but is a corporation, partnership, trust, or office legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one non h in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, tille and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. It Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. Lender.

Lender.

11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, tessees, licensees, governmental archorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

12. LISE AND MAINTENANCE OF PROPERTY Grantor shall take all actions and make any repairs posted to

12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the toregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

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### JNOFFICIAL CO

14. INSURANCE. Grantor shall keep the Property Insured for Ital full value against all hazards including lose or damage caused by fire, collision, theit, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Londer in its sole discretion. The insurance policies shall require the insurance company to provide Londer with at least thirty (30) days' written notice before such policies are allered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Londer to the public the least or company of the Property. At Londer's option, Londer may apply the insurance proceeds to the require of the Property and the insurance proceeds to be paid to Londer. In the ovent Grantor fulls to acquire or maintain insurance, Lander (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payrishe and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lander with evidence of insurance inclicating the required coverage. Lincher may end as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or enclosing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constitutely give Londer written notice and Lender for further sequired to make proof of loss. Each manner company is climated to make payments directly to Londer instead of to Londer and Grantor. Londer shall have the right, all its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or toward to any change in the zoning.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lenkier's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lenkier. Grantor will immediately provide Lender with written notice of any property changes to the zoning provisions or private covenants affecting the Property.

written notice of any proportal changes to the zoning provisions or private coverants affecting the Property.

16. CONDEMNATION. Creator shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pentaining to the Property. All monies payable to Granter from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys leas legal expenses and other costs including appraisal leas) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Granter shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE On DEFEND LEGAL ACTIONS. Granter shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Granter hereby appoints Lender as its atterney-in-fact to commence, intervene in, and defend such actions, kuits, or other legal proceedings and to compromise or settle any staken or controversy pertaining thereto. Lender shall not be liable to Granter for any action, error, mistake, omission or relay pertaining to the actions described in this paragraph in its own name. Granter shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or the responsible for the performance of any of Granter's controvers.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with willier notice of and indemnity and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall ritre legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection there with. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnity Lender shall survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twent (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the fundr so haid to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse or the due date

thereof

- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's tinancial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information turnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, delenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, delenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely
- 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
  - (a) fails to pay any Obligation to Lender when due;
    (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect.
(d) seeks to revoke, ferminate or otherwise limit its ligibility under any guaranty to Lender.

(a) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which,

(f) Causes Lender to deem itself insecure in good faith for any reason

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law)

(a) to declare the Obligations immediately due and payable in full.
(b) to collect the outstanding Obligations with or without resorting to judicial process.
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Granter and Lowfer.

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter,

(a) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor a financial condition of solvency, the adequacy of the Property to secure the payment of performance of the Obligations, or the existence of any waste to the Property.

(f) to foreclose this Mortgage; (g) to set-off Grantor's Objections against any amounts due to Lender including, but not limited to, mones. instruments, and deposit accounts maintained with Londer, and

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Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a projudgment remody in an action against Granter, Granter waives the posting of any bond which might otherwise be required.

- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor heroby waives all homestead or other exemptions to which Grantor would otherwise be chritted under any applicable law.
- 25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may to equired to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.
- 26. APPLICATION OF FORECLOSURE FROCEEDS. The proceeds from the foreclesure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the salisfaction of its expenses and costs; then to reimburse Lencer of its expenses and costs of the sale or in connection with securing. preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, cincluding, but not limited to, attorneys' fors, legal expenses, filing was, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by ray.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' feet and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest are described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on be'fall of Grantor may be applied against the amounts paid by Lender (including attorneys' less and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney in rect to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtodness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien. security interest or encumbrance discharged with funds advanced by Lender regardless of whether threst liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

Page 4 of 8

35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such natice is being given.

36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

38. MISCELLANEOUS, Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

39. ADDITIONAL TERMS.
Unless Borrover and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on frustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guarantor of the Obligations. Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Dated: MARCH 2, 1995 OPANTOPAMERICAN NATIONAL BANK & TRUES CO. GRANTOR:

THUST OFFICER personally, but as Trustee GRANTOR: 16/4/5 OFFIC GRANTOR: GRANTOR: GRANTOR: GRANTOR:

UNOFFICIAL CO State of State of .... 88 County of Carolina County of SOL FLORES The foregoing instrument was acknowledged before me a notary public in and for said County, in the State aforesaid, DO this .....by HEREBY CERTIFY that A Land to TRUST OF ILL EN personally known to me to be the same person..... subscribed to the foregoing whose name instrument, appeared before me this day in person and segled and delivered the said instrument as ..... on behalf of the free and voluntary act, for the uses and purposes herein set forth. Given under my hand and official seal, this Given under ny hand and official seal, this day of MAR 0 3 1995 ..... day of ..... **Notary Public** "OFFICIAL SEAL" Commission expires Commission expires: ... Sol Flores Notary Public, Chap of Illinois My Commission Expires 10/2:498 SCHEDULE A The street address of the Property (if applicable) is:951 SHERIDAN RD. CLENCOR, IL 60022 County Clark's Office

05-06-241-016 Permanent Index No.(s): 05-06-201-011

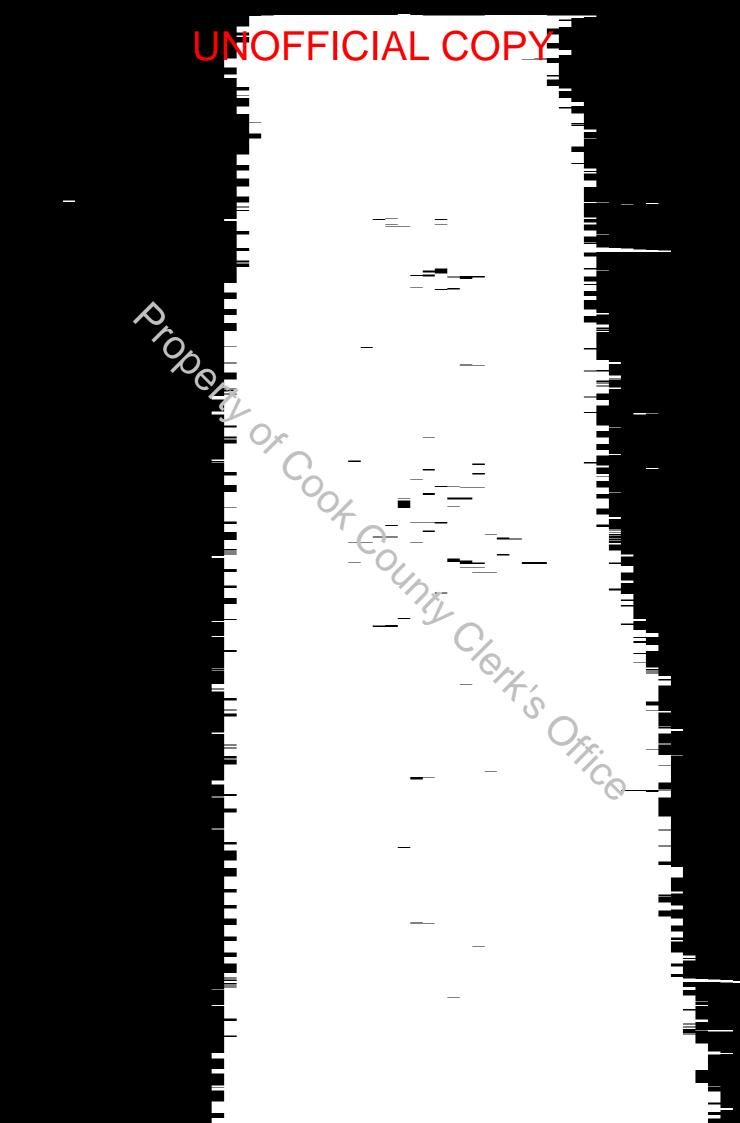
The legal description of the Property is:

SCHEDULE B

This instrument was prepared by: KRISSA HUSSAIN

After recording return to Lender.

LP-LUG1 © FermAlian Tel/Analogies, Inc. (18/27/94) (800) 837-3788



## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

### LAND TRUST RIBER TO HOME LINE CREDIT MORTGAGE

This Ridor is dated March 2	, 19 <u>95</u> and in a part of and
amends and supplements the Home Line Credit Mortgage	("Mortgage") of the same date executed
by the undersigned ("Trustee") to secure a Home Line	Crudit Agreement ("Agreement") of the
same date to Harris Bank Gloncoe-Northbrook, N.A., a	national banking association ("Bank").
The Mortgage covers the property described in the Mor	rtgage and located at:

C/K/A 951 Sheridan Rd. Glencoe, IL 60022

PTN: 05-06-201-011 05-06-201-016

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A) The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but in not limited to, the right of the Trustee or of any heneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothication or other disposition thereof, whether such right is classified as real or personal property.
- B) The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Bank's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Bank's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (1) the creation of a line or encumbrance subordinate to this Mortgage; (11) the creation of a purchase money security interest for household appliances; or (111) transfer by devise, descent, or by operation of law (pon the death of a joint tenant.
- C) The Trustee warrants that it possesses full power and authority to execute the Mortgage and the Agreement.
- D) The Mortgage is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust No. 115017.09 . The Trustee is not personally liable on the Agreement secured by the Mortgage, nor is the Trustee liable for (i) any indebtedness arising pursuant to the terms of the Mortgage; or (ii) the performance of any covenant, either express or implied contained in the Mortgage. All such liability, if any, is hereby expressly waived by Bank.

95197822

American II transl Back and Trust Company of Chicago NOT INSTAUDULLY BUT SOLELY AS TRUSTEE

UNDER TRUST NO. 403/700

Bv:

AUTHORIZED OFFICER

Truste

# **UNOFFICIAL COPY**

Property of Cook County Clerk's Office