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RECORDATION REQUESTED BY:

Herituge Bank 11900 South Pulaski Road Alsip, 1L 60803

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 $^{47}$  WHEN RECORDED MAIL TO:

Heritage Bank 11900 South Pulaski Road Alsip, IL 60803

DEPT-01 RECORDING

\$33.00

T40012 TRAN 6594 09/08/97 12:59:00

45982 4 CG \*-97-659596 COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

Heritage Bank, Linda Ward 11900 South Pulaski Roud Alsip, Illinois 60803

#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 2, 1997, between Herlinge Trust Company, not personally but as Successor Trustee to Herlinge County Sank & Trust Company under Trust Agreement dated March 11, 1985 and Known as Trust #2658, an Illine's Corporation, whose address is 17500 S. Oak Park Ave., Tinley Park, IL 60477 (referred to below as "Grantor"); and Heritage Bank, whose address is 11900 South Pulaski Road, Alsip, IL 60803 (referred to below as "Leyder").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Revis from the following described Property located in Cook County, State of Illinois:

Lots 44, 46, 47, 49, 51, 53, 54, 56, 59, 61, 62, 63, 68, 69, 70, 74, 75, 77, 79 and 82 in Ballantrae of Flossmoor Unit 2, being a subdivision of those parts of the Northwest 1/4 and the Southwest 1/4 of Section 11, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

The Real Property or its address is commonly known as 20 Lots in the Ballantrae Subdivision, Floremoor, IL 60422. The Real Property tax identification number is 31-11-101-002 and 31-11-300-002.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Berrower. The word "Borrower" means each and every person or untity signing the Note, without limitation

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to

BOX 333-CTI

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(Continued)

grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Heritage Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated September 2, 1997, in the original principal amount of \$2,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be splied to the unpaid principal balance of this Assignment shall be at a rate equal to the Index, resulting in ar invial rate of 8.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

Property. The word "Property" means the cal property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents' nean and include without limitation all promissory notes, credit agreements, loan agreements, environments, pareements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEB TEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a detault under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender; including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document,

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# UNOFFICIAL COPY ASSIGNMENT OF RENTS

(Continued)

Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of each collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, ilens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Orantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Crantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT COLLECT REN'TS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender any send notices to any and all tenants of the Property advising them of this Assignment and directing all Rapis to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may oncer upon and take possession of the Property; demand, collect and receive from the tenants or from any other possess liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Mninthin the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiuras on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Prope ty shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptey or to any similar person under any federal or state bankruptey law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same

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extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Granior falls to comply with any provision of this Assignment, or if any action or behalf may, but shall not be required to, take any action that Lender's interests in the Property, Lender or Otamior's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender behalf may, but shall not be required to, take any action that Lender's option, will any installment backet to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be chance of the dote and be apportioned among and be payable with any installment payments to be active to the care of the dote and be apportance, at Lender's option, will (a) be payable on demand, (b) be active of the dote and payable in the Note's maturity. This Assignment also become due during either (l) the term of any applicable insurance policy or (ii) the remaining circar of the Note's maturity. This Assignment also become due and payable in the Note's maturity. This Assignment also become the during either (l) the term of any applicable insurance policy or (iii) the term of the Note's maturity. This Assignment also become of the action of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default")

Default on Makedness. Pailure of Borrower to make any payment when due on the Indebtedness.

Compliance Default. Failure of Crantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Mole or in any of the Related Documents.

Default in Fave, of Third Parties. Should Borrower or any Orantor default under any loan, oxionsion of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Orantor's ability to repay in Loans or perform their espective obligations under this Assignment or any of the Related Documents,

False Statements. Any warrandy representation or statement made or furnished to Lender by or on behalf of Granior or Borrower under this Any meent, the Mole or the Related Documents is false or misleading in any material respect, either now or at the Une made or furnished.

Defective Collateralization. This Atsign nent or any of the Related Documents censes to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or ilen) at any time and for any reason.

Other Defaults. Failure of Grantor or Borrover to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Porrower and Lender.

Insolvency. The dissolution or termination of Granto or Bortower's existence as a going business, the insolvency of Grantor or Bortower, the appointment of receiver for any part of Grantor or Bortower's property, any assignment for the benefit of creditors, any 1 pe of creditor workout, or the communication property, any assignment for the benefit of creditors, any proceeding under any bankruptcy or insolvency laws by or a fainst Grantor or Bortower,

Foreciosure, Forfeiture, etc. Commencement of foreclosure c. forfeiture proceedings, whether by judicial proceeding, self-help, repossession of any other method, by any excellent, of Orlancor of the property. However, this subsection shall the apply in the event of a good fulth agency against any of the Property. However, this subsection shall the apply in the event of a good fulth dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Cugrantor. Any of the preceding events occurs with respect to any Quarantor of any of the lindebtedness or any Quarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Quarantor the Indebtedness, Lender, at its option, may, but shall not be required to, permit the Quarantor's estate to assume unconditionally the obligations arising under the Eugenical in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impalted.

insecurity. Lender reasonably deems itself insecure.

Right to Cure, it such a tailure is curable and it Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure; (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all tassonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RICHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and temedies, in addition to any other rights or temedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be

required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Burrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above. Lender scosts, against the indebtedness. In furtherance of this right, Lender shall have all the rights above. If the Rents are collected by Lender, then provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Crantor interocably designates Lender as Grantor's attorney-in-fact to endote instruments received in

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payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law,

Waiver: Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its conedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys', fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repair at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptey proceedings (including efforts to modify or reaste any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the coat of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, died of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness. under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption, NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND

(Continued)

ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver of such right or any other right or any other right or any other provision or any other provision. No prior waiver by waiver of or prejudice lite party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any constitute a waiver of any of Lender, or any constitute a waiver of any of Lender, or any constitute a waiver of any of Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF REATS, AND

GRANTOR ACREES TO ITS TERMS.

**CRANTOR:** 

Herliage Trust Contrany, not personally but as Successor Trustee to Herliage County Bank & Trust Company

under Trust Agreement dated March 11, 1985 and Known as Trust #2658

Authorized Signer, Landa Ar at Officer

Altihorized Signer, Assistant Secretary

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CORPORATE ACKNO VLEDGMENT

and in fact executed the Assignment on behalf of the corporation. the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and Trust Agreement dated March 11, 1985 and Known as Trust #2658, and known to me to be authorized agents of Trust Company, not personally but as Successor Trustee to Herliage County Bank & Trust Company under appeared Authorized Signer and Adthorized Signer, Land Trust Officer and Assistant Secretary of Heritage L, before me, the undersigned fred ry Public, personally 61 COUNTY OF SS ( STATE OF

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24 (c) 1997 CFI ProServices, Inc. All Helms tegerved. My Commission Expires Feb. 659 2001 Notary Public, State of Illinois Both O'Hagun AVERTURAL OF My commission expires Notary Public in and for the State of in guibles A RÀ

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#### GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and for purposes of liability limited to that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that is personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument Or account ( On of. any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and Clort's Orrica released.

HERITAGE TRUST COMPANY

Officer Trust

Secretary

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Proberty of Cook County Clerk's Office