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APPL# 001-70324113
ML# 1130431029

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DEPT-01 RECORDING \$35.50
T#0011 TRAN 7136 05/15/97 09:53:00
#1651 + KP #—97-342365
COOK COUNTY RECORDER

MORTGAGE (CORPORATE TRUSTEE FORM)

THIS MORTGAGE ("Security Instrument") is given on **APRIL 30, 1997**
HARRIS BANK WOODSTOCK, as T/U/T#5098

The mortgagor is

("Borrower"), a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA**, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated **JUNE 16, 1993** and known as trust number **5098**. This Security Instrument is given to **HOME FINANCIAL SAVINGS AND LOAN ASSOCIATION OF ELGIN**, which is organized and existing under the laws of The United States of America, whose address is 16 North Spring Street, Elgin, Illinois, 60120 ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY TWO THOUSAND AND NO/100 Dollars (U.S.) 122,000.00**). This debt is evidenced by Borrower's note ("Note") dated the same day as this Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MAY 1, 2027**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK County, Illinois:**

LOT 2 IN BRANIGAR'S PLEASANT HILLS, A SUBDIVISION IN SECTION 32,
TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO PLAT THEREOF RECORDED DECEMBER 6, 1955 AS DOCUMENT
16438945, IN COOK COUNTY, ILLINOIS

P.I.N. 07-32-102-002

LAWYERS TITLE INSURANCE CORPORATION

which has the address of **402 SPRING SOUTH ROAD**

SCHAUMBURG
(Street, City)

Illinois **60193** [Zip Code] **("Property Address")**

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2. Programs for Patients and Practitioners. Subjects to undergo tests are to be referred to by Letters. Examiners shall give to patients and practitioners a copy of the letter of authority and recommendations of the Board of Examiners. Letters or certificates of examination shall be issued to the Board of Examiners by the Board of Examiners.

1. Patterns of Pragmatics and Discourse: Pragmatics and Language Behavior (partly) by John and Sue

UNIFORM COVENANTS. Broadwater and Lathers Construction and Services is a full-service

BORROWER COVENANTS that Borrower is lawfully seized of the certain property conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered; certain legal qualifications of record. Borrower warrants and agrees that whenever the Property and/or the Property is unencumbered, certain legal qualifications of record. Borrower conveys and/or conveys or leases the Property to the Lender for the term of the Note and for the period of the Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all accessories, appurtenances, fixtures, furniture, gear, and equipment, now or hereafter used in the operation of the property.

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5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall vest to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserv-

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Georg Gruener

15. Governmental functions. This Society's instruments shall be governed by federal law and the law of the Commonwealth of Massachusetts. To this end the providers of this Society's instruments and the Board are directed to be scrupulous in their discharge of their duties.

In addition, any notes or comments you make to us concerning your use of this software will be given by electronic mail to the address shown below.

12. Loan Changes. If the loan is converted by the Security instrument to a debt or to another form of ownership, the lender may choose to make this transfer by recording the pertinent record title in the name of the new owner or by filing a quitclaim deed.

12. **Secessionists and Aborigines Board; Joint and Separated Liability.**—An argument. The contestants and claimants of the Society by its members shall bind itself and be held liable to the joint and several liability of the Society for all the debts, damages and costs of the Society by its members and claimants.

11. **Domestication.** The *Domestication* portion consists of the time for *Domestication* of *Domesticated* species of *plants* and *animals* of the same species as those occurring in *wild* nature. It includes all the time for *Domestication* of *Domesticated* species of *plants* and *animals* of the same species as those occurring in *wild* nature.

On this date, the University of Michigan, which had been granted a charter by the state legislature, opened its doors to students.

If the Partnership is dissolved by its members or it, under notice by its members to its creditors, fails to pay its debts as they fall due, the creditors may sue the members individually.

In the event of a total failure of the Property, the proceeds shall be applied to the sums secured by the Security Instrument and any excess paid to Borrower; to the extent of a partial failure of the Property in which the Net Proceeds from the sale of the Property, plus any expenses paid to Borrower, is equal to or greater than the amount of the sums secured by this Security instrument; otherwise, to the extent of a partial failure of the Property in which the Net Proceeds from the sale of the Property, plus any expenses paid to Borrower, is equal to or greater than the amount of the sums secured by this Security instrument before the filing of the complaint, plus any expenses paid to Borrower, to the extent of a partial failure of the Property in which the Net Proceeds from the sale of the Property, plus any expenses paid to Borrower, is less than the amount of the sums secured by this Security instrument before the filing of the complaint, plus any expenses paid to Borrower.

In Conclusion, the proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby disclaimed and

9. **Impediment.** Leaders or trustees may make reasonable controls upon and inspections of the Program. Leaders shall give

payments may no longer be required, as the option of leaders, if mortgage insurance companies (in the situation set out by the previous

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not (a) not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

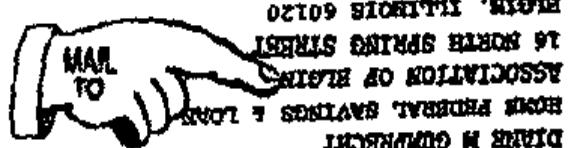
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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This instrument was prepared by:

MEYER E. HARRIS
HARVEST BANK TRUST COMPANY
March 1, 1999

Given under my hand and sworn to the day of April 1, 1997

in the year of our Lord one thousand nine hundred and ninety seven.

the less and purposes herein set forth.

As specifically, appended before me this day in person, and acknowledged that they signed and delivered the said instrument to the undersigned, a Notary Public, to the foregoing instrument as and date of record, for whose acts and oaths we subscribe to the best of our knowledge and belief.

and Peter Jung, VP & Sr. T.O. of said Corporation personally known to me to be the same persons
Signature I, JEPD, ATD of Harvest Bank Woods touch and Corporation) association)

MAYER E. HARVEST BANK TRUST COMPANY AND SONS HEREBY CERTIFY THAT

STATE OF ILLINOIS,

COUNTY OF Mchenry

RECEIVED IN THE COUNTY CLERK'S OFFICE
MARCH 16, 1993 AND SWORN AFFIDATORY NO. 503

NOTARIZED, BUT AS NOTARIES UNDER A TRUST AGREEMENT DATED

SHALL BECOME EXCHANGING, RATHER THAN HELD INDIVIDUALLY.
HARVEST BANK WOODSTOCK, INC T/U/T45098 & NOT PRACTICALLY.

HARVEST BANK TRUST COMPANY
 CORPORATION TRUST
 1-4 FAMILY TRUST
 CREDITORS TRUST
 TRUST FIDUCIARY
 OWNER(S) (SPOUSE)
 PERSONAL & BUSINESS TRUST
 BOARD OF DIRECTORS TRUST

CONTRIBUTOR(S) OR CONSTITUTE(S) THE COMPOSITION AND AGREEMENTS OF EACH SUCH TRUST WHICH IS INCORPORATED INTO AND SHALL BE SUPPLEMENTED AND AMENDED AND SUPPLEMENTED AND CONVENANT(S) OR CONSTITUTE(S) THE SECURITY INSTRUMENT AS IF THE INSTRUMENT WERE A PART OF THE SECURITY INSTRUMENT. (Check applicable boxes)

25. Subject to the Security Instrument, it is one or more trustees are authorized by Borrower and recorded together with the Security

that the powers herein mentioned may be exercised as often as occasion therefor arises.

exercised, disbursements, disbursements and charges of the Borrower and the expenses and charges of the Security instruments and

disbursements, that is held and disbursed under the Security instrument shall accrue to and be funding upon the respective bank,

mortgagee, or trust herein, shall include the principal and the interest and the regular interest, as used herein, shall include

regular or otherwise payments of any sum or any other of said amounts: due whatever the contract provides, the

performance of any covenant herein or in said agreement contained and declared in any manner effect the right of lender to

lender whatever taken or by law confirmed, and may be made good by the lender by the lender or

26. That each right, power and remedy herein contained upon the lender is cumulative of every other right or remedy of the

lender whatever taken or by law confirmed, and may be made good by the lender by the lender or

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32. That each right, power and remedy herein contained upon the lender is cumulative of every other right or remedy of the

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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Woodstock as Trustee under the provisions of a Trust Agreement dated September 16, 1993 and known as Trust no. 5098, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Woodstock warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Woodstock in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Woodstock on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existing Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exonerations and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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Property of Cook County Clerk's Office

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TRUST RIDER

THIS TRUST RIDER is made this 30TH day of APRIL, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the Borrower to secure Borrower's Note to HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ELGIN ("Lender") of the same date and covering the property described in the Security Instrument located at

402 SPRING SOUTH ROAD, SCHAUMBURG, ILLINOIS 60193
(Property Address)

1. **Borrower is Trustee.** Borrower certifies to Lender that Borrower is the trustee of the trust ("Trust") for which Borrower is holding title to the property as trustee. If the trustee is not an individual, it has executed the Security Instrument with the understanding that it is not acting in its individual capacity and that Lender in enforcing its right under the Security Instrument shall not look to the assets of the trustee, in its individual capacity, except to the extent of its interest in the Property.

2. **Notification of Transfers and Changes.** Within thirty days of the occurrence of any of the following events, Borrower shall provide written notice to Lender of: (a) any change in the trustee of the Trust (whether such change is temporary or permanent), or (b) any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Trust.

3. **Lender's Option to Accelerate.** If, without Lender's prior written consent, (a) there is a change in the trustee of the Trust or of any beneficial interest in the Trust, or (b) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Trust, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. Lender shall provide the same period of notice for payment as is provided in paragraph 17 of the Security Instrument, and if Borrower fails to pay within such period of time, Lender may invoke any and all remedies permitted by the Security Instrument without further notice to or demand on Borrower.

4. **Identity of Beneficiary(ies).** Notwithstanding anything in the Trust Agreement to the contrary, the Trustee agrees to disclose to the Lender directly the identity of the beneficiaries of the Trust, in writing, upon written inquiry from the Lender.

BY SIGNING BELOW, Trustee accepts and agrees to the terms and covenants contained in the Trust Rider.
HARRIS BANK WOODSTOCK, BY

John J. Hall, A.T.L.
Trustee, as trustee under a trust agreement dated

SEPTEMBER 16, 1993 and known as
HARRIS BANK WOODSTOCK Trust #5098
and not personally.

John J. Hall, A.T.L.
Trustee, as trustee under a trust agreement dated

SEPTEMBER 16, 1993 and known as
HARRIS BANK WOODSTOCK Trust #5098
and not personally.

BY SIGNING BELOW, the beneficiary of the Trust acknowledges all of the terms and covenants contained in this Trust Rider and agrees to be bound thereby.

John J. Hall, A.T.L.
Beneficiary of the trust dated SEPTEMBER 16, 1993

and known as HARRIS BANK WOODSTOCK Tr. #5098

John J. Hall, A.T.L.
Beneficiary of the trust dated

and known as HARRIS BANK WOODSTOCK
Trust #5098

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