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Cook County Recorder 53.50

THIS INSTRUMENT PREPARED BY:

Bruce A. Salk
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:

Mr. Eric Missil
First Eagle National Bank
1040 West Lake Street
Hanover Park, Illinois 60103

COLE TAYLOR BANK IS SUCCESSOR AND TRUSTEE
TO MERRILL LYNCH PIERCE FENNER SMITH BANK FROM
THE STEEL CITY BANK OF CHICAGO AND THE STEEL
CITY NATIONAL BANK OF CHICAGO. ALL
REFERENCES WITHIN THIS DOCUMENT TO SAID
BANKS SHALL BE DEEMED TO MEAN COLE TAYLOR
BANK AS SUCCESSOR TRUSTEE.

SECOND MODIFICATION AGREEMENT

CF 58179 17

THIS SECOND MODIFICATION AGREEMENT (hereinafter referred to as the "Modification Agreement") made as of this ^{30th} day of March, 1998, by and among U.S. BANK, successor trustee to STEEL CITY NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 2, 1990 and known as Trust No. 3187 ("Trustee"), MAPLE ROAD PARTNERSHIP, an Illinois general partnership and sole beneficiary of the Trustee (the "Beneficiary"), and RON RICHMOND, WILBERT ZAGER, GENE STEINMARCH, HOWARD LEVINE, MICHAEL WITTENBERG, THOMAS EISNER, ARNOLD NEWMAN, CLIFFORD SILVERMAN, RICHARD DICKSON, GEORGE TRAINER and MICHAEL KELLY (collectively, the "Guarantors") (the Trustee, Beneficiary and Guarantors are sometimes hereinafter referred to collectively as the "Obligors") and FIRST EAGLE NATIONAL BANK, a national banking association ("Lender").

WITNESSETH:

WHEREAS, Lender has loaned to Trustee and Beneficiary the sum of \$2,000,000.00 (the "Loan"). Trustee and Beneficiary have executed and delivered to Lender that certain note dated as of January 8, 1993 in the original principal sum of Two Million and 00/100 (\$2,000,000.00) Dollars (the "Note"), which Note is secured by the following documents:

- (a) Mortgage made by the Trustee to Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 14, 1993 as Document No. 93036928 (the "Mortgage") on property commonly known as 900 Maple Road, Homewood, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (b) Assignment of Rents made by the Trustee and Beneficiary to Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on

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January 14, 1993 as Document No. 93036929 (the "Assignment of Rents") against the Premises;

- (c) Security Agreement made by the Beneficiary, as debtor, to Lender, as Secured Party (the "Security Agreement") covering the personal property described therein;
- (d) Collateral Assignment of Beneficial Interest in the Trust made by Beneficiary in favor of Lender, dated January 8, 1993;
- (e) Pledge and Collateral Agreement made by Beneficiary in favor of Lender dated January 8, 1993; and
- (f) UCC-1 and UCC-2 financing statements made by the Trust and by Beneficiary as debtors in favor of Lender as secured party.

The aforementioned documents, the Note, the Guaranty (as hereinafter defined) and the other documents and agreements delivered to Lender to evidence or secure the Loan or to otherwise induce Lender to disburse the proceeds of the Loan are hereinafter referred to collectively, as the "Loan Documents".

WHEREAS, Guarantors guaranteed the repayment of the Loan to Lender pursuant to the terms of that certain Limited Guaranty dated January 8, 1993 (the "Guaranty");

WHEREAS, pursuant to the terms of that certain Amendment of Note, Mortgage, Guaranty and Other Loan Documents dated as of August 25, 1995 by and among Trustee, Beneficiary, Guarantors and Lender (the "First Modification") and recorded on September 18, 1995 as Document No. 95626510, the Loan Documents were modified as follows: (i) the principal amount paid on the Loan as of the date of the First Modification was re-loaned to Trustee and Beneficiary, (ii) the maturity date of the Note was extended to August 25, 2000, (iii) the amortization schedule for the Note was modified, (iv) the Guaranty was modified, and (v) certain other changes to the Loan Documents; and

WHEREAS, Trustee, Beneficiary and Guarantors desire to further modify the Loan Documents as follows: the principal amount paid on the Loan since the date of the First Modification in the amount of \$66,096.71 will be re-loaned to Trustee and Beneficiary, (ii) the maturity date of the Note will be extended to March 1, 2005, (iii) the amortization schedule for the Note will be changed to a twenty-seven year amortization, and (iv) the liability of the Guarantors under the Guaranty will be modified; and

WHEREAS, Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

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NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement, at the sole election of Lender, shall not take effect and shall be void), **IT IS AGREED BY THE OBLIGORS AND LENDER AS FOLLOWS:**

1. The Obligors represent and agree that the foregoing recitals are true and correct. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such term as set forth in the Loan Documents.

2. The Note is hereby modified as follows:

(a) The Maturity Date of the Note is hereby extended from August 25, 2000 to March 1, 2005.

(b) Obligors acknowledge and agree that the outstanding principal amount of the Note, prior to being amended by this Modification Agreement, as of April 7, 1998 is \$1,933,903.29. Concurrently with the execution of this Modification, Lender is advancing to or on behalf of Obligors funds in the amount of \$66,096.71 thereby bringing the outstanding principal balance of the Note, as amended hereby, to \$2,000,000.00.

(c) The Note is further amended by deleting the words and numerals "nine (9.0%)" contained in the fifth line of Paragraph 2 of the Note and substituting the words and numerals "eight percent (8%)" therefor.

(d) Notwithstanding anything to the contrary contained in the Note or any of the other Loan Documents, principal and interest payments on the Loan (if not sooner declared to be due in accordance with the provisions of the Loan Documents) shall be made as follows: On May 1, 1998 and on the first day of each month thereafter through and including February 1, 2005, installments of principal in the amount of \$15,085.60 each, together with all accrued and unpaid interest on the Loan, shall be due and payable. The remaining unpaid principal balance of the Loan (together with all accrued and unpaid interest thereon and any other amounts owing to Lender under the Loan Documents), if not sooner declared to be due in accordance with the terms and conditions of the Loan Documents, shall be due and payable on the Maturity Date, as extended pursuant to this Modification. The Obligors hereby acknowledge and agree that the failure to make such payments when due shall be an Event of Default under the Loan Documents as amended and Lender shall have the right

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to exercise all of its rights and remedies under the Loan Documents, at law or in equity.

- (e) Paragraph 7(b) of the Note is hereby deleted and the following is substituted therefor:

Maker shall pay to Lender, concurrently with such prepayment, (i) a prepayment premium (the "Prepayment Premium") equal to (A) 3% of the principal amount so prepaid if such prepayment is made during the period commencing as of March 10, 1998 through and including March 1, 1999, (B) 2-1/2% of the principal amount so prepaid if such prepayment is made during the period commencing as of March 2, 1999 through and including March 1, 2000, (C) 2% of the principal amount so prepaid if such prepayment is made during the period commencing as of March 2, 2000 through and including March 1, 2001, (D) 1-1/2% of the principal amount so prepaid if such prepayment is made during the period commencing as of March 2, 2001 through and including March 1, 2002, and (E) 1% of the principal amount so prepaid if such prepayment is made during the period commencing as of March 2, 2002 through and including September 1, 2004; (ii) accrued and unpaid interest through the date of such prepayment on the principal balance being prepaid and (iii) any other amount owing or obligation of Maker to Lender then due which remains unpaid.

3. The Guaranty is hereby amended by deleting the first paragraph of Section 16 thereof, and substituting the following language:

"16. **Limitation of Liability.** Notwithstanding anything hereinabove set forth to the contrary, the aggregate liabilities of each Guarantor under this Guaranty shall be limited to the amount set forth opposite each Guarantor's name plus the Additional Liabilities (as defined below) of Guarantors:

<u>Guarantor:</u>	<u>Limit:</u>
Ron Richmond	\$80,000.00
Wilbert Zager	60,000.00
Gene Steinmarch	60,000.00
Howard Levine	20,000.00
Michael Wittenberg	20,000.00
Thomas Eisner	20,000.00
Arnold Newman	20,000.00
Clifford Silverman	20,000.00
Richard Dickson	33,333.33
George Trainer	33,333.33
Michael Kelly	33,333.33"

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4. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended.

5. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the Loan shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Note and other Loan Documents, to forgive or waive any violation, default or breach under the Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

6. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a nonrefundable modification fee in the amount of \$10,000, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Note).

7. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

8. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of lender and its successors and assigns.

9. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Note and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or

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set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note and other Loan Documents, as so amended.

10. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

11. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

12. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

13. This Modification Agreement is executed by U.S. BANK, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Modification Agreement shall be construed as creating any personal liability on said Trustee.

14. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS

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WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

LENDER:

FIRST EAGLE NATIONAL BANK

By: [Signature]
Title: AVP

TRUST:

U.S. BANK, not personally, but solely as Trustee as aforesaid

By: [Signature]
Title: Vice-President

BENEFICIARY:

MAPLE ROAD PARTNERSHIP
an Illinois general partnership

By: [Signature]
Title: Partner

By: [Signature]
Title: Partner

By: [Signature]
Title: partner

GUARANTORS:

[Signature]
RON RICHMOND

[Signature]
WILBERT ZAGER

[Signature]
GENE STEINMARCH

[Signature]
HOWARD LEVINE

[Signature]
MICHAEL WITTENBERG

COLE TAYLOR BANK IS SUCCESSOR LEND TRUSTEE TO MANUFACTURERS BANK (VIA U.S. BANK EX/A THE STEEL CITY BANK OF CHICAGO FROM THE STEEL CITY NATIONAL BANK OF CHICAGO AND ALL REFERENCES WITHIN THIS DOCUMENT TO SAID BANKS SHALL BE DEEMED TO MEAN COLE TAYLOR BANK AS SUCCESSOR TRUSTEE.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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Thomas Eisner

THOMAS EISNER

Arnold Newman

ARNOLD NEWMAN

Clifford Silverman

CLIFFORD SILVERMAN

Richard Dickson

RICHARD DICKSON

George Trainer

GEORGE TRAINER

Michael Kelly

MICHAEL KELLY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jeanette Testa, a Notary Public in and for said County in the State aforesaid, do hereby certify that Eric Missel, of FIRST EAGLE NATIONAL BANK, a national banking association, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7 day of May, 1998.



Jeanette R Testa
Notary Public

My Commission Expires: 9/29/01

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

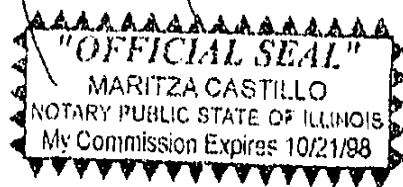
COLE TAYLOR BANK IS SUCCESSOR AND TRUSTEE TO MANUFACTURERS TRUST CO. BANK VIA THE STEEL CITY BANK OF CHICAGO FROM THE STEEL CITY NATIONAL BANK OF CHICAGO AND ALL REFERENCES HEREIN THIS DOCUMENT TO SAID BANKS SHALL BE DEEMED TO MEAN COLE TAYLOR BANK AS SUCCESSOR TRUSTEE.

I, MARITZA CASTILLO, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY KENNETH E. PIETKUT the Vice-President of U.S. BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of April, 1998.

Maritza Castillo
Notary Public

My Commission Expires: 10-21-98



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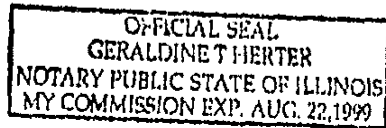
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald A. Richmond, Wilbert S. Zager and Thomas Eisner, partners of MAPLE ROAD PARTNERSHIP, an Illinois general partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter
Notary Public

My Commission Expires: August 22, 1999



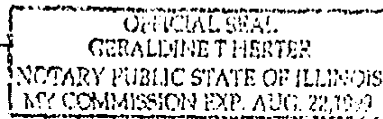
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that RON RICHMOND personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter
Notary Public

My Commission Expires: August 22, 1999



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

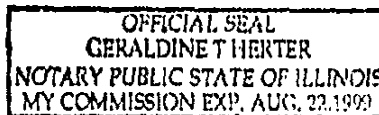
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that WILBERT ZAGER, personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter

Notary Public

My Commission Expires: August 22, 1999



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

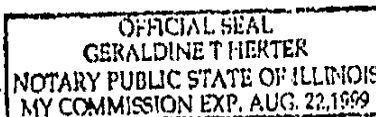
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GENE STEINMARCH personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter

Notary Public

My Commission Expires: August 22, 1999



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

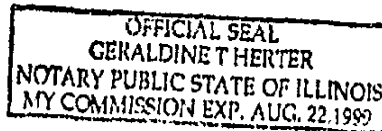
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that HOWARD LEVIN personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine T. Herter

Notary Public

My Commission Expires: August 22, 1999



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

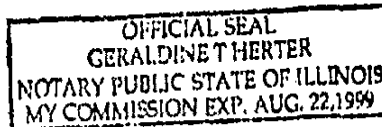
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL WITTENBERG personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine T. Herter

Notary Public

My Commission Expires: August 22, 1999



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

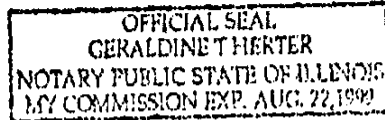
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that THOMAS EISNER personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter

Notary Public

My Commission Expires: August 22, 1999



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

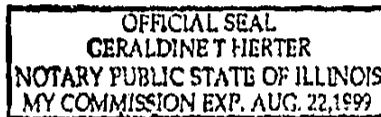
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ARNOLD NEWMAN personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter

Notary Public

My Commission Expires: August 22, 1999



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

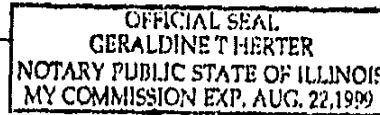
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CLIFFORD SILVERMAN personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter

Notary Public

My Commission Expires: August 22, 1999



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

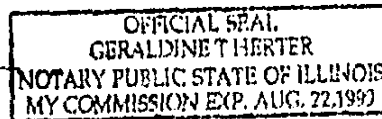
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that RICHARD DICKSON personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine J. Herter

Notary Public

My Commission Expires: August 22, 1999



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

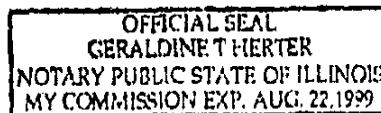
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GEORGE TRAINER personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine T. Herter

Notary Public

My Commission Expires: August 22, 1999



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

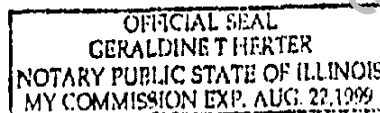
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL KELLY personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 2nd day of April, 1998.

Geraldine T. Herter

Notary Public

My Commission Expires: August 22, 1999



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EXHIBIT "A"

PIN: 29-32-200-048

LOT 1 IN MAPLE AVENUE SUBDIVISION, BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ATTACHED LAND TRUST GENERAL EXCULPATORY CLAUSE

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 intended for the purpose of binding only 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 no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implies, all such personal liability, if any, being expressly waived and released.

Deputy Cook County Clerk's Office

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