

1998-08-27 12:36:26
Cook County Recorder

WITNESSES

*** CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TRUSTEE TO _____**

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

COMMERCIAL BO (AIR No. 78-01331 COPY)
THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this 20th day of August, 1998, by and among **BARNETT BANK, N.A.**, a national banking association, whose address is Corporate Banking, Barnett Bank, N.A., 101 East Kennedy Blvd., P.O. Box 30014, Tampa, Florida 33602, Attn: Joseph Caballero ("Lender") and **THE CHICAGO TITLE TRUST COMPANY**, Successor Trustee to Chicago Title and Trust Company, not individually but solely as Trustee Under Agreement Known as Trust No. 1067545 ("Landlord"), whose address is c/o McNichols Company, ATTN: Eugene H. McNichols, P. O. Box 30330, Tampa, FL 33630-3330, and **MCNICHOLS COMPANY**, an Ohio corporation ("Tenant"), whose address is P. O. Box 30330, Tampa, FL 33630-3330 and WITNESSES that the parties agree as follows:

PART A. BACKGROUND AND PURPOSE

Section 1. **BACKGROUND**. By that certain lease dated June 30, 1994, with Landlord (the "Lease"), Tenant leased certain premises commonly known as 1951 Lively Boulevard, Elk Grove Village, located in Cook County, Illinois, as described in the Lease, which premises are located on that land described in Exhibit "A" attached hereto and incorporated herein. Landlord has conveyed, mortgaged and encumbered the land, rents, leases and improvements containing Tenant's premises to Lender by a Mortgage and Security Agreement and an Assignment of Leases, Rents and Contract Rights (collectively the "Mortgage") to secure repayment of a loan in the amount of \$1,300,000.00 from Lender to Landlord and performance of such other obligations as are or may be provided therein. The property encumbered by the Mortgage is herein called the "Property". Landlord's interest in the Lease has been assigned to Lender as additional security for Landlord's obligations under the Mortgage. The performance of such obligations also from time to time are or may be secured by other written instruments that are herein collectively called the "Security Instruments."

Section 2. **PURPOSE**. The parties wish to provide for the subordination of the Lease to the lien of the Mortgage, the non-disturbance of Tenant's possession under the Lease if Lender pursues any remedy provided by the Mortgage, Tenant's attornment to Lender, and certain other matters, all as set forth in this Agreement. Among other things, the mutual covenants contained in this Agreement constitute the consideration for the parties' respective obligations set forth in this Agreement.

PART B. GENERAL COVENANTS

Section 3. **SUBORDINATION**. Subject to the terms and conditions of Section 7 below, the Lease, including any and all amendments, modifications, replacements, substitutions, extensions, and renewals, and all other right, title, and interest of Tenant in and to the Property whether now existing or hereafter acquired, in

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Marion P. Mathiason, Attorney At Law
Annis, Mitchell, Cockay, Edwards
& Roehn, P.A.
Post Office Box 3433
Tampa, Florida 33601

ADDRESS OF THE PREMISES:
1951 Lively Boulevard
Elk Grove Village, IL
Permanent Tax No.:
08-34-300-051



Lawyers Title Insurance Corporation

UNOFFICIAL COPY

Property of Cook County Clerk's Office

hereby and will continuously remain subordinate, subject, and inferior to all of the following: (i) the lien of the Mortgage; (ii) all terms and provisions of the Mortgage and the Security Instruments; (iii) all sums now or hereafter secured by the Mortgage; (iv) all rights, remedies, powers, privileges, and immunities provided by the Mortgage, or otherwise available to the holder of the Mortgage at law or in equity; and (v) to any and all extensions, renewals, replacements, modifications, additions, substitutions, or consolidations of the Mortgage, irrespective of amount, term, or other provisions.

Section 4. RENTS. Landlord and Tenant jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming Landlord's position, or any of Landlord's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, Landlord authorizes and directs Tenant thereafter to make all such payments to or at the direction of Lender, releases Tenant of any and all liability to Landlord for any and all payments so made, and will defend, indemnify, and hold Tenant harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under Landlord (except by Lender) for any and all payments so made. Upon receipt of such notice, Tenant thereafter will pay all monies then due and to become due from Tenant under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing, unless Lender becomes the landlord under the Lease pursuant to a foreclosure, or by any proceeding or voluntary conveyance in lieu of foreclosure. Such payments will continue until Lender directs Tenant otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

Section 5. CURE. If Tenant becomes entitled to terminate the Lease because of any default by Landlord, then Tenant, as a condition precedent to such termination, shall give Lender written notice specifying Landlord's default(s) and Tenant's election to terminate the Lease. Lender then will have the right, but not the obligation, to cure the specified default(s) within a period of ten (10) working days after service of such notice with respect to any defaults that can be cured by the payment of money, and within a period of thirty (30) working days after service of such notice with respect to any default that can be cured within thirty (30) working days, or if said default can not be cured within thirty (30) working days, but Lender commences to cure such default within thirty (30) working days after service of such notice and diligently proceeds to effect a cure, in such event the Lender shall have a reasonable period of time to cure the default. If Lender within the applicable time period elects not to cure the specified default(s), or does not effect such cure, or does not elect to acquire possession of the Property as provided in the following Section, then, in any such event, Tenant may proceed to terminate the Lease without liability to Lender. If Lender does cure the specified default(s) within the applicable cure period, then the Lease will continue in force and effect notwithstanding Tenant's notice of election to terminate the Lease because of the specified default(s). Neither Lender's undertaking to cure, nor Lender's actual cure, of any and all default(s) pursuant to this Section will operate to impose any liability upon Lender for any obligation of Landlord under the Lease, unless and until Lender elects otherwise in writing, unless Lender becomes the landlord under the Lease pursuant to a foreclosure, or by any proceeding or voluntary conveyance in lieu of foreclosure. The provisions of this Section also apply to Tenant's exercising any right, whether provided by the Lease or otherwise available at law or in equity, to offset, withhold, or abate rents or otherwise to suspend performance of Tenant's obligations under the Lease, except in connection with any casualty loss, as may be provided in the Lease.

Section 6. FURTHER CURE. Upon the occurrence of a default by Landlord under the Lease, other than a default that can be cured by payment of money, that requires Lender to obtain possession of the Property to cure such default, Lender within thirty (30) days after service of Tenant's notice under the preceding Section also will have the option, but not the obligation, to (i) cure any and all default(s) specified in Tenant's notice under Section 5 that can be cured by the payment of money, or without Lender's acquiring possession of the Property or both; (ii) notify Tenant of Lender's election to proceed promptly to acquire possession of the Property with due diligence, by foreclosure of the lien of the Mortgage if a default exists thereunder, and (iii) deliver to Tenant an instrument covenanting that, if possession of the Property is acquired by Lender, whether voluntarily or pursuant to any foreclosure or other proceeding, or otherwise, Lender promptly following delivery of possession will cure all uncured default(s) specified in Tenant's notice under Section 5. Upon receipt of the foregoing, Tenant's notice under Section 5 automatically will be stayed for a period not longer than ninety days from its delivery for Lender, with the exercise of due diligence, to obtain possession of the Property, whether by foreclosure of the Mortgage or otherwise, and to cure or cause to be cured all default(s) specified in Tenant's notice under Section 5. Upon acquisition of possession and cure of all of Landlord's specified default(s), the Lease will continue in force and effect notwithstanding Tenant's notice under Section 5. Nothing contained in this Section 6, or any notice or instrument delivered by Lender to Tenant in accordance with this Section 6, will require Lender to commence or continue any foreclosure or other proceedings, or, if Lender acquires possession of the Property in any manner, to continue such possession, if all defaults specified by Tenant in its notice under Section 5 are cured. Possession by a receiver, or other similar official appointed at the instance, or with the consent of Lender will constitute possession by Lender for all purposes under Section 6. The provisions of Section 6 and Section 5 will apply from time to time throughout the term of the Lease.

Section 7. NON-DISTURBANCE. Lender will not, in the exercise of any right, remedy, or privilege granted by the Mortgage, or otherwise available to Lender at law or in equity, disturb Tenant's possession under the Lease so long as:

(a) Tenant is not in default under any provision of the Lease at the time Lender exercises any such right, remedy, or privilege; and

(b) The Lease at that time is in full force and effect according to its original terms, or with such amendments or modifications as Lender shall have approved, as provided below; and

(c) Tenant thereafter continues to fully perform all of its obligations under the Lease; and

(d) Tenant attorns to or at the direction of Lender, as provided in the following Section.

Without limitation of the foregoing, and so long as the foregoing conditions are met, Lender agrees that (i) Tenant will not be named as a party to any foreclosure or other proceeding instituted by Lender; and (ii) any sale or other transfer of the Property, or of Landlord's interest in the Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to Tenant's possession under the Lease; and (iii) the Lease will continue in force and effect according to its original terms, or with such amendments as Lender shall have approved, as provided below.

Section 8. ATTORNMENT. Tenant will attorn to Lender, to any Receiver or similar official for the Property appointed at the instance and request, or with the consent, of Lender, and to any person who acquires the Property, or the Landlord's interest in the Lease, or both, pursuant to Lender's exercise of any right, remedy, or privilege granted by the Mortgage, or otherwise available at law or in equity, or by virtue of a conveyance of the Property by Landlord to a

third party. Without limitation, Tenant will attorn to any person or entity that acquires the Property from Lender or pursuant to foreclosure of the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Lender, whether by sale, exchange, or otherwise. Tenant from time to time will execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence such attornment. Upon any attornment under this Section, the Lease will continue in full force and effect as a direct lease between Tenant and the person or entity to whom Tenant attorns, except that such person or entity will not be: (i) liable for any act, omission, or default of any prior landlord, except that landlord shall be required to cure any default of such prior landlord that is continuing in nature (i.e. failure to repair roof, failure to repair plumbing, etc.); or (ii) subject to any offsets, claims, or defenses that Tenant may have against any prior landlord, provided, however, that nothing in this paragraph shall limit any landlord's or lender's responsibility during the time they hold title to, or have possession of, the Property, for maintenance and repair responsibilities, or for the covenant of quiet enjoyment under the Lease; or (iii) bound by any rent or additional rent, or any other sum of money, that Tenant may have paid for more than one month in advance to any prior Landlord; or (iv) bound by any amendment or modification of the Lease, or waiver of any of its provisions, made without Lender's consent, as provided in the next Section.

Section 9. AMENDMENT. Landlord and Tenant agree that the terms of the Lease constitute a material inducement to Lender's entering into and performing this Agreement. Landlord and Tenant accordingly jointly and severally agree that they will not materially amend or modify the Lease, or waive the benefit of any of its material provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such action will adversely affect the security intended to be provided by the Mortgage. The parties also mutually agree that there will be no merger of the Lease without Lender's prior written consent if Tenant acquires any other estate in the premises demised by the Lease. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease will be and remain subordinated as provided in Section 1 above without the necessity of any further act of the Parties.

Section 10. ESTOPPEL LETTERS. Whenever reasonably requested by Lender, upon not less than twenty (20) days prior written notice, Landlord and Tenant severally from time to time will execute and deliver to or at the direction of Lender, and without charge, a written certification of all of the following:

- (a) That the Lease is unmodified and in full force and effect (or, if there have been modifications, that the lease is in full force and effect as modified, and stating the date and nature of each modification);
- (b) The date, if any, to which Rent and other sums payable under the Lease have been paid, and the amount of security deposit and prepaid rent, if any;
- (c) That no notice has been received by Tenant of any default which has not been cured except as to default specified in such certificate;
- (d) That Landlord is not in default under the lease except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time both, will become a default;
- (e) Such other matters as may be reasonably requested by Lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Property or any part thereof.

PART C. MISCELLANEOUS

UNOFFICIAL COPY

Section 11. NOTICES. All notices, demands, and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LENDER: **BARNETT BANK, N.A.**
Corporate Banking
101 East Kennedy Blvd.
P.O. Box 30014
Tampa, Florida 33602

CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TRUSTEE TO _____

TO LANDLORD: **THE CHICAGO TRUST COMPANY,**
Successor Trustee to Chicago Title and
Trust Company, not individually but solely
as Trustee Under Agreement Known as Trust
No. 1067545
ATTN: Eugene McNichols
P. O. Box 30300
Tampa, FL 33630-3330

TO TENANT: **MCNICHOLS COMPANY**
P. O. Box 30300
Tampa, FL 33630-3330
ATTN: Eugene McNichols

Such addresses may be changed by notice pursuant to this Section; but notice of change of address is effective only upon receipt. Landlord and Tenant jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

Section 12. GENERAL. The provisions of this Agreement bind the respective heirs, successors, and assigns of the parties jointly and severally, and inure to the benefit of the successors and assigns of the Lender. The respective interests of Landlord and Tenant in this Agreement may be assigned or otherwise transferred only in connection with the transfer of their respective interests under the Lease; and, if the Lease imposes any restrictions upon Tenant's transfer, such restrictions are for the benefit of Lender, as well as Landlord. The provisions of this Agreement control anything to the contrary contained in the Lease as to Lender and will bind any and all subtenants of Tenant.

Section 13. GOVERNING LAW. This Agreement was negotiated in Florida, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in all respects, including without limiting the generality of the foregoing, matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida and any applicable to contracts made and performed in such state and any applicable law of the United States of America. To the fullest extent permitted by law, Landlord and Tenant hereby unconditionally and irrevocably waive any claim to assert that the law of any other jurisdiction governs this Agreement, the Note, the Mortgage, and the other Loan Documents, and this Agreement, the Note, the Mortgage, and the other Loan Documents shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida, except to the extent that any Federal Laws or Statutes supersede any inconsistent state law.

Section 14. CONSTRUCTION. Wherever used in this Agreement, the term "include" is always without limitation and the terms "must," "will," and "should" have the same effect as the term "shall."

UNOFFICIAL COPY

00705776

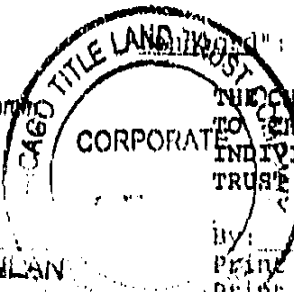
Section 15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

~~CHICAGO TITLE LAND TRUST COMPANY~~

CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TRUSTEE TO _____

WITNESSES:



THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT KNOWN A TRUST NO. 1067545

[Signature]
Print Name: **KEVIN DONLAN**
[Signature]
Print Name: **SANDRA A. WILLIAMS**

By: *[Signature]*
Print Name: **KAREN RICHEL**
Print Title: **Asst. Vice President**
Attest: *[Signature]*

"Lender":

BARNETT BANK, N.A., a national banking association

Print Name: _____

BY: _____
Print Name: _____
Print Title: _____

Print Name: _____

"Tenant":

MCNICHOLS COMPANY, an Ohio corporation

Print Name: _____

By: _____
Larry Jones
Vice President

Print Name: _____

UNOFFICIAL COPY

Section 15. Counterparts. This Agreement may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

WITNESSES:

"Lenders":

THE CHICAGO TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT KNOWN A TRUST NO. 1067545

Print Name: _____

By: _____

Print Name: _____

Print Title: _____

Print Name: _____

Attest: _____

"Lender":

BARNETT BANK, N.A., a national banking association

Bernard Machado
Print Name: Bernard Machado

By: *Lynn E. Calbreath*

Print Name: Lynn E. Calbreath

Print Title: Senior Vice President

John Heigler
Print Name: John Heigler

"Tenant":

MCNICHOLS COMPANY, an Ohio corporation

Carol S. Wolf
Print Name: Carol S. Wolf

By: *Larry Jones*

Larry Jones
Vice President

Carol S. Wolf
Print Name: Carol S. Wolf

UNOFFICIAL COPY

98755-76

CHICAGO TITLE LAND TRUST COMPANY

* SUCCESSOR TRUSTEE TO _____ *CTLBC*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

MARYLOU ESTRADA

I, MARYLOU ESTRADA, a notary public, do hereby certify that FRAN RICHET, personally known to me to be the Asst. V.P. of THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545, and JACQUELINE L. LOFTIS personally known to me to be the Asst. Sec. of THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545 and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such FRAN RICHET and JACQUELINE L. LOFTIS they signed and delivered said instrument as Asst. VP and Asst. Sec. of said THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545, not individually but solely as Trustee under Agreement dated 5/10/76 and known as Trust No. 1067545, as the free and voluntary act and deed of said THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545 in such capacity as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of Aug, 1998.



My Commission Expires: _____

Marylou Estrada
Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by _____, as _____ of Barnett Bank, N.A., a national banking association, in behalf of the bank. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
Serial #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by LARRY JONES, as Vice President of MCNICHOLS COMPANY, an Ohio corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

UNOFFICIAL COPY

08786276

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public, do hereby certify that _____, personally known to me to be the _____ of THE CHICAGO TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545, and _____ personally known to me to be the _____ of THE CHICAGO TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545 and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered said instrument as _____ and _____ of said THE CHICAGO TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545, not individually but solely as Trustee under Agreement dated 5/10/76 and known as Trust No. 1067545, as the free and voluntary act and deed of said THE CHICAGO TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER AGREEMENT KNOWN AS TRUST NO. 1067545 in such capacity as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF Hillsborough

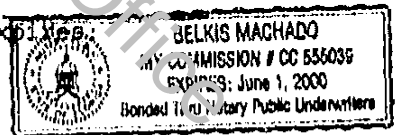
The foregoing instrument was acknowledged before me this 29th day of July, 1998, by Lynn E. Culbreth, as Senior Vice Pres. of Barnett Bank, N.A., a national banking association, in behalf of the bank. He/She is personally known to me or has produced _____ as identification.

Belkis Machado
NOTARY PUBLIC

Name: _____

Serial #: _____

My Commission Expires _____



STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of July, 1998, by LARRY JONES, as Vice President of MCNICHOLS COMPANY, an Ohio corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

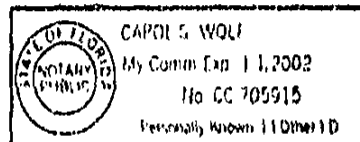
Carol S. Wolf
NOTARY PUBLIC

Name: Carol S. WOLF

My Commission Expires: January 1, 2002

Commission # CC # 705915

7



UNOFFICIAL COPY

98766276

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything 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 of 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 CHICAGO TITLE LAND TRUST CO. account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

County Clerk's Office

UNOFFICIAL COPY

08786776

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 322 in Centex Industrial Park Unit 199, being a subdivision in the Southwest 1/4 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT TAX NUMBER: 08-34-300-051

PROPERTY ADDRESS: 1951 Lively Boulevard
Elk Grove Village, Illinois

3041-026-525177.01

Property of Cook County Clerk's Office