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Cook County Recorder

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Cook County Recorder

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WHEN RECORDED MAIL TO

SOUTHWEST PEDERAL SAVINGS AND WAN ASSOCIATION OF CHICAGO 12 SOUTHWEST HIGHWAY 43/15TO/IN, IL 60456

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MORTGAGE

. The mortgagor is

THIS MORTGAGE ("Security it strument") is given on MAY 28, 1998

State Bank of Countryside & CORPORATION ORGANIZED AND EXISTING UNDER THE LANS OF THE STATE OF ILLINOIS NOT PERSONALLY BUT AS TRUSTED UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO THE UNDERSIGNED IN PURSUANCE OF A TRUST AGRESMENT DATED HAY 6, 1996 AND ENDRE AS TRUST MURBER 97-1586 ("Borrower"). This Security Instrument is given to

Southwest Federal Savings and Loan Association

which is organized and existing under the laws of the United Street of America, and whose address is 3525 West 63rd Street, Chicago, Illinois 60629 ("Lorder"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY THOUSAND AND NO/100

D . (U.S. \$ 130,000.00 This debt is evidenced by Borrower's note dated the same date as this Securit, Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 07.08ER 1, 2028 This Security Instrument secures to Lender: (2) the repayment of the debt evidence by the Note, with interest, and all

renewals, extensions and modifications of the Note; (b) the payment of all other some, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bozrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and County, Illinois: convey to Lender the following described property located in coor

LOT 9 IN ARCHER CARDINS, A SURDIVISION OF THAT PART OF THE MAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 HORTH. PANUE 11 MAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEOREM PRODUCED MARCH 2. 1948 AS DOCUMENT 14263098 IN COUR COUNTY, ILLIEOIS.

P.I.M.: 22-23-205-009

which has the address of 11440 WOODLAND, LENDET ("Property Address"); Clinois 60439 [Zip Code]

[Street, Cay],

Primary - Mangago Prints Madeltance (SP-PC) (6 Migres / Figurates)

Services and Employed (Institutes) in Services (SP)

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My Promary - Mangago Prints (Institutes) in Services (SP)

BOX 333-CTI

rerecorded for notarization. being S Mortgage TOGETHER WITH all the improvements now or bereafter erected on the property, and all easements, appartenances, and fixtures now or bereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Bostower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment and late charges one under the Note.

2. Funds for Taxes and lasurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly martgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph P, in lien of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, which and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow lumps or otherwise in accordance with replicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for boards and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a mar-time charge for an independent real estate tax reporting service used by Lender in connection with this Item, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits or debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. It the product of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when the, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall only up the deficiency in no more than

twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all soms secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21. Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against in sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Levier noder paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable order paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions antibutable the Property which may attain priority over this Security Instrument, and leasehold payments or ground rems, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) counsts in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. 99579865

5. Hazard or Property Issurance. 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 untrasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to project 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 asswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect an 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 Solower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the metally payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is at quived by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the some secured by this Security Instrument

immediately prior to the acquisition.

Occupancy, Preservation, Maintragree 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 cominue to or cap: the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise areas in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Europeer'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 forfeigne action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Bostower may care such a default and reinstate, as provided in paragraph 18, by ran ing 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 so writy inverest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or insorurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the low 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, requires 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 Bostower fails to perform the Lov man's 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, appealing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action roder this paragraph

7. Lender does not have to do st.

Any amounts disbersed 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 required mortgage insurance as a condition of making the loan secured by this Security Instrument, Bornower shall pay the premiums required to analyzin the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or crases to be in effect, Bornower 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 Bornower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Bornower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Bornower when the insurance coverage tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds unlitiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance total be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security (narrowers whether or not the sums are then due.

If the Property is abandone, to Bostower, or if, after notice by Lender to Bostower that the condemnor offers to make an award or settle a claim for damages, Sourower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the same

secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise space 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 such payments.

11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security It strument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising they right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leader and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument to the property under the terms of this Security Instrument; (b) is the personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower (a) agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note with an that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limit, will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 99579865

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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 Lenger's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Institution. 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 from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Serinity 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.

If. 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 commined in this Security Instrument, or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cutes any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, teasonable attorneys' see; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall cominne unchanged. Upr a reinstancement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstance shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Lovin Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more tires 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 market of 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 comain any other

information required by applicable law.

20. Hazardous Substances. Burrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Burrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding the presence shall not apply to the presence, use, or surage 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 recessary. Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances deflue as toxic or hazardous substances by Environmental Law and the following substances: gasoline, herosene, other flammable of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, 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. Bostower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Lectorer's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 mins applicable taw provides otherwise). The notice shall specify: (a) the default; (b) the action required to care 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 cared; and (a) that failure to care 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 relaxate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defease of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sams 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 different desidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)) Adjustable Rate Rider O Condominium Rider O 1-4 Family Rider ☐ Graduated Payment Rider Planned Unit Development Rider D Biweeky Payment Rider ☐ Balloon Rider Rate Improvement Rider ☐ Second Home Sider □ V.A. Rider ☐ Other(s) [specify] This Montgage is executed by State Bank of Countryside as Trustee under Trust Agreement dated 5/06/96 , and known as Trust No. 96-1606 in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Mortgage shall be construed as seeing any liability on the Trustee, in its individual capacity, to pay the Note or any interest that may accuse thereon or any fee or charge that may become payable under the Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in the Mortgage or the Note, all such liability, if any, being hereby waived by Mortgage and every person hereafter claiming any right or security hereunder. So far as the Trustee and its successors are concerned, Mortgagee and the owner of any indebtedness accruing hereunder (02), in the event of a default, look solely to any one or more of the following for the payment of the indebtedness one on ler the Note or this Marteage: (a) The assets of the this including the Land and the orats, issues and profit thereof, and any and all Collateral as set force Parrin, by the enforcement of the lien hereby created; and (b) The enforcement of any remedy available under the Other Security Agreements. IN WITNESS WHEREOF, Borrower not personally but as Trustee as aforesaid, has caused these presents to good by its _______ Presents, and its corporate seal to be hereunto affixed and anested by its be signed by its as of the date first above written. Trust Linger Rider attached hereto is expressly maile a part hereof. I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THATIOAN MILION TOUCH personally known to me to be the Arrondion. and SUSAN L. JULZI, VICO Prod. personally known to me to be the of said corporation, and personally known 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 officers they day and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set GIVEN under my hand and Notarial Seal, this ... OFFICIAL SEAL ANGELA M RUTLEDGE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR. 29,2001

THIS INSTRUMENT WAS PREPARED BY:

99579865

Transform Laws Document 44/0854/Figstafflu Formul 12/06 STOF/CALB Pg 6 of FIGSTON FIGSTAN FIGSTAN This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement memioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder. except that no duty shall rest upon the State Bank of Countryside personally or as Toustee to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions. of the at of said property or for any agreement with respect thereto. Any and all personal liability of on State Bank of Countryside is hereby expressly waived by the parties hereto and their nan-trive successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be consistent the responsibility and liability of the State Bank of Countryside. This of County Clerk's Office Trustee's exculpatury clause shall be controlling in the event of a conflict of terms created by the documents exercised by State Bank of Countryside as Trustee.

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Property of Cook County Clerk's Office

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THAT THIS COLV 98472507