







# UNOFFICIAL COPY

2944994

Property of Cook County Clerk's Office

My Commission Expires

Notary Public

AD 19

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

I, a Notary Public in and with County in the State aforesaid DO HEREBY CERTIFY THAT

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

Margan Phlips C/O  
American National Bank of Lansing  
3115 Ridge Road, Lansing, IL 60438

This document was prepared by and upon recording please mail to

South Holland Trust and Savings Bank as Trustee  
under Trust Agreement dated 4-21-81 and known  
as Trust No. 5757.  
See attached rider for Trustee Acknowledgy  
Language, Attestations and Signatures made a  
part hereto.

Witness

IN WITNESS WHEREOF the Mortgagor has executed the instrument the day and year first above written

9.9 Covenants running with the Land: All covenants contained in this Mortgage shall run with the Land.  
9.10 Successors and Assigns: All terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.  
9.11 Multiple Mortgages: Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey the mortgaged Property; (b) is a not personally obligated to pay the indebtedness; (c) agrees that Mortgagee may not be charged with enforcement of the change, waiver, discharge or termination of this Mortgage; (d) is co-signing this Mortgage only to mortgage, grant and convey the mortgaged Property; (e) is a not personally obligated to pay the indebtedness; (f) is a not personally obligated to pay the indebtedness; (g) is a not personally obligated to pay the indebtedness; (h) is a not personally obligated to pay the indebtedness; (i) is a not personally obligated to pay the indebtedness; (j) is a not personally obligated to pay the indebtedness; (k) is a not personally obligated to pay the indebtedness; (l) is a not personally obligated to pay the indebtedness; (m) is a not personally obligated to pay the indebtedness; (n) is a not personally obligated to pay the indebtedness; (o) is a not personally obligated to pay the indebtedness; (p) is a not personally obligated to pay the indebtedness; (q) is a not personally obligated to pay the indebtedness; (r) is a not personally obligated to pay the indebtedness; (s) is a not personally obligated to pay the indebtedness; (t) is a not personally obligated to pay the indebtedness; (u) is a not personally obligated to pay the indebtedness; (v) is a not personally obligated to pay the indebtedness; (w) is a not personally obligated to pay the indebtedness; (x) is a not personally obligated to pay the indebtedness; (y) is a not personally obligated to pay the indebtedness; (z) is a not personally obligated to pay the indebtedness.

8.12 Severability: In case any one of the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.  
9.13 Modification: This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is sought.  
9.14 Applicable Law: This Mortgage shall be governed by and construed according to the laws of the State of Illinois.  
9.15 Strict Performance: Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents. The Article headings and the section and subsection headings hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.  
9.17 Riders: If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements of this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

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THIS NOTE/MORTGAGE ASSISTANCE REFERENCE TO XXX XXXXX

dated 2-13-91 in the amount of \$13,000.00 is executed by the South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said South Holland Trust & Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on the said South Holland Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder and that so far as the First Party and its successors and said South Holland Trust and Savings Bank personally are concerned, the legal holder or holders of said instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of any lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, South Holland Trust and Savings Bank, not personally but as Trustee aforesaid, has caused these presents to be signed by its Trust Officer and Asst. Secretary and its corporate seal to be hereunto affixed and attested by its Asst. Secretary this 14th day of February 19

South Holland Trust and Savings Bank, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated 4-2-81 and known as Trust No. 5757

BY: [Signature] Trust Officer

ATTEST: [Signature]

Asst. Secretary STATE OF ILLINOIS ) )SS COUNTY OF COOK )

Notwithstanding any terms or provisions of the instrument, the South Holland Trust & Savings Bank, as Trustee, Trust No. 5757, hereby warrants that it has executed this instrument solely as Trustee covering trust property above referred to.

394199A

I, undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Michael L. Nylen Trust Officer of the South Holland Trust & Savings Bank corporation of Illinois, and John Brunelle of said corporation of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Secretary

respectfully, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation of Illinois, did affix the said corporate seal of said corporation of Illinois to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of

OFFICIAL SEAL KRISTINE OLSON Notary Public, State of Illinois My Commission Expires 3-12-91

[Signature] Notary Public

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1209519  
IN DUPLICATE

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Submitted by \_\_\_\_\_  
 Address \_\_\_\_\_  
 Promised \_\_\_\_\_  
 Deliver certif to \_\_\_\_\_  
 Address \_\_\_\_\_  
 Deed to \_\_\_\_\_  
 Address \_\_\_\_\_  
 Noted \_\_\_\_\_  
 Borocky \_\_\_\_\_

Deliver Duplicate Trust

3944994

MAIL TO:

BANK OF LANSING  
 3115 RIDGE ROAD  
 LANSING, IL. 60438

Property of Cook County Clerk's Office

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