

This document prepared by
(and after recording mail to)
Thomas W. Winkler
Leff, Cohen & Winkler, Ltd.
233 South Wacker Drive, Ste. 9750
Chicago, IL 60606-6503



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

Fm408365

MORTGAGE

THIS MORTGAGE (the "*Mortgage*"), dated August 14, 2000, is from Eric B. Peterson (the "*Lender*"), to LaSalle National Bank, as Trustee under provisions of a Trust Agreement dated March 1, 1997, a/k/a Trust Number 120815 (the "*Mortgagor*").

1 RECITALS.

LaSalle Bank National Association, formerly known as

1.1 Description of Note. Mortgagor has executed and delivered to Lender a note (the "*Note*"), of even date herewith in the principal amount of Fifty Thousand Dollars (\$50,000), which Mortgagor promises to pay in the manner set forth in the Note. The Note gives to the holder thereof the option to accelerate payment of the indebtedness represented thereby upon any default by Mortgagor thereunder.

1.2 Mortgage as Security. The payment of the Note is secured by this Mortgage executed by Mortgagor.

1.3 Title to the Mortgaged Premises. Mortgagor warrants that Mortgagor is or will be the holder of the fee simple title to the Mortgaged Premises free and clear of all liens and encumbrances other than the Permitted Encumbrances (as defined herein), that Mortgagor has the legal power and authority to mortgage and convey the Land (as defined herein) and that this

170

Mortgage creates a valid lien on the Land, subject only to the Permitted Encumbrances (hereinafter defined).

2 **GRANTING CLAUSES.**

2.1 **Grant.** To secure the payment of the Note and any and all renewals, extensions, modifications and replacements thereof and to assure performance of the agreements contained herein and in the Note, Mortgagor hereby irrevocably bargains, warrants, mortgages, and grants a security interest in and assigns to Lender and to the successors and assigns of Lender the following:

2.1.1 That certain parcel of Land (the "**Land**") commonly and legally described in Exhibit A attached hereto;

2.1.2 All buildings, improvements and fixtures now or hereafter located on the Land (collectively, the "**Improvements**");

2.1.3 All appurtenances, privileges, rights, interests, and tenements appurtenant to the Land and the Improvements;

2.1.4 To the extent now or hereafter owned by Mortgagor and now or hereafter located in or on the Land or in or on the Improvements, all apparatus, equipment, articles and fixtures (other than fixtures which are a part of the Improvements) used or to be used in or on the Land or in or on the Improvements to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, including (without restricting the foregoing) partitions, air handling equipment and system, all utility lines, outlets and fixtures, screens, window coverings, carpets, awnings, water heaters, disposals, gas and electric equipment, pumps, motors, cabinets and shelving, plumbing, laundry, heating and air conditioning units, refrigerators, stoves and ovens, replacements of any such articles and all property owned by Mortgagor and used for similar purposes now or hereafter in or on the Land or in or on the Improvements, but not including any trade fixtures, furniture or fixtures now or hereafter on the Land or the Improvements (collectively, the "**Apparatus**");

2.1.5 Mortgagor's right, title and interest, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Land, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Land; and

2.1.6 Mortgagor's estate, interest, right, title, other claims or demand, including claims or demands with respect to any proceeds of insurance related thereto, now owned or hereinafter acquired in the Land or Improvements and in any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof, or of the whole or any part of the Land or Improvements including, without limitation, any awards resulting from the change in the grade of streets and awards for severance damages.

The foregoing property described in this paragraph 2 is hereinafter collectively referred to as the "*Mortgaged Premises*".

2.2 **Release.** Upon payment of all sums provided by the Note and this Mortgage and full performance of all covenants and conditions thereof, Lender shall deliver to Mortgagor a release of the lien of this Mortgage.

3 **COVENANTS, REPRESENTATIONS AND WARRANTIES.**

3.1 **Covenants During Mortgage Term.** At all times until the lien of this Mortgage shall be released, Mortgagor shall:

3.1.1 Keep the Mortgaged Premises and all components thereof in good and first class condition and repair, without waste, ordinary wear and tear excepted;

3.1.2 Not permit any lien or encumbrance to attach to or remain on the Mortgaged Premises or any part or portion thereof, without the prior written consent of Lender, or in any other manner allow defects to attach to Mortgagor's fee simple title to the Mortgaged Premises, all such liens, if such consent shall be granted by Lender in its reasonable discretion, to be subject and subordinate to all extensions, modifications, changes, increases and releases pertaining to the indebtedness hereby secured, without the necessity of obtaining the consent of any holder of such lien or liens and regardless whether or not such consent shall be expressed in the instrument creating such lien or liens;

3.1.3 Not to demolish or remove any building or other structure or improvement located on the Land (except as may be required by law);

3.1.4 Comply with all laws, ordinances, licenses and governmental rulings applicable to the Mortgaged Premises and not to commit, suffer or permit any act to be done in or upon the Land or the Improvements in violation of any applicable statute, regulation, or ordinance;

3.1.5 Comply with all conditions and requirements necessary to maintain in force the insurance required pursuant to paragraph 3.2 of this Mortgage;

3.1.6 Permit Lender and Lender's agents to have access to the Mortgaged Premises at all reasonable times to inspect the same;

3.1.7 Execute or cause to be executed and deliver or cause to be delivered to Lender on reasonable notice any further security agreements, financing statements, other agreements and assurances of title from time to time deemed necessary by Lender to effectuate and

evidence a first lien and/or a validly perfected paramount security interest in the Mortgaged Premises, subject only to the Permitted Encumbrances;

3.1.8 Not permit any lease to be made of any portion or all of the Mortgaged Premises, except with the prior written consent of Lender;

3.1.9 To pay, when due, all general taxes, special taxes, general and special assessments ("**Taxes**") water charges, sewer service charges, and other charges which may be levied against and which may become liens against the Mortgaged Premises;

3.1.10 To pay before delinquent all charges of any nature due or incurred for the benefit of the Mortgaged Premises for utilities, such as, but not limited to, energy, fuel, gas, electricity, water, sewer, garbage removal, whether such charges are or may be liens against the Mortgaged Premises;

3.1.11 Except as otherwise permitted herein, to promptly pay and discharge, at Mortgagor's sole cost and expense, all liens, encumbrances and charges upon the Mortgaged Premises, or any part thereof or interest therein;

3.1.12 Not to subject the Mortgaged Premises to any use covenants or restrictions or initiate or join in or consent to any change in any existing private covenant or restriction, zoning ordinance, or other public or private restriction limiting or defining the uses which may be made of or the type of improvements which can be constructed or placed upon the Mortgaged Premises or any part thereof, and Mortgagor shall promptly notify Lender of, and appear in and defend, at Mortgagor's sole cost, any such proceedings seeking to effect any of the foregoing;

3.1.13 Provide Lender with such further information concerning Mortgagor and the Mortgaged Premises as is reasonably requested by Lender.

3.2 **Insurance.**

3.2.1 At all times during the term of this Mortgage, Mortgagor shall carry or cause to be carried:

3.2.1.1 Policies insuring the Mortgaged Premises, Improvements, Apparatus and personalty against loss or damage by fire, theft, vandalism, malicious mischief and such other risks as Lender may from time to time require, including, but not limited to, those risks included in the term "extended coverage", the aggregate amount of the coverage afforded by such policies shall be sufficient to prevent any insured from becoming a co-insurer of a partial loss thereunder, but in any case such aggregate amount shall not be less than the full replacement cost of all Improvements, Apparatus and personalty;

3.2.1.2 Comprehensive public liability and property damage insurance (pertaining to the Mortgaged Premises and common areas on adjoining property, if any) having bodily injury and death limits of not less than \$500,000 for each occurrence;

3.2.1.3 Flood insurance in accordance with the provisions of the Flood Disaster Protection Act of 1973, as amended, if the area in which the Land is located is now or hereafter designated as "flood prone" of a "flood risk area", as defined in said Act, in an amount satisfactory to Lender, and Mortgagor shall comply with all other requirements of such Act as may be appropriate;

3.2.2 All such insurance policies shall at all times be in form, substance and with companies reasonably acceptable to Lender, with Lender named as an additional insured. Every such policy shall contain an agreement by the issuer thereof that no party thereto may terminate or modify such policy without at least thirty (30) days prior written notice to Lender. In the event of a sale of the Mortgaged Premises pursuant to a foreclosure of this Mortgage or other transfer of title to the Mortgaged Premises in satisfaction in whole or in part of the indebtedness secured hereby, complete title to all such insurance policies and all unearned premiums thereon shall automatically pass to and vest in the purchaser or transferee;

3.2.3 In case of loss or damage to the Mortgaged Premises or any part thereof, Mortgagor shall promptly notify Lender in writing thereof.

3.2.4 If Lender determines that any insurance provided by Mortgagor pursuant to this Mortgage shall not full comply with the insurance requirements set forth herein, Lender may, at any time and in its sole discretion, procure and substitute for any and all insurance so obtained or required to be obtained by Mortgagor, such other policy or policies of insurance, in such amount or amounts and issued by such insurance company or companies as Lender may choose, the cost of which shall be paid by Mortgagor immediately upon receipt of Lender's written notice thereof. Mortgagor shall furnish to Lender upon request therefor such estimates or appraisals of insurable value, without cost to Lender, as are regularly and ordinarily made by insurance to determine the replacement cost of improvements to premises. If Mortgagor shall fail to do so after such notice, Lender may obtain the same and Mortgagor shall pay the entire cost thereof to Lender immediately upon receipt of Lender's statement therefor.

3.3 **Real Estate Tax and Insurance Premium Payments.** Mortgagor shall pay in full, when due, all Taxes and insurance premiums, and shall deliver to Lender, if requested, within fifteen (15) days after the date(s) due, paid receipts showing proof of payments for such bills.

3.4 **Eminent Domain.** In the event of the taking by eminent domain proceedings or the like of any part or all of the Mortgaged Premises by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking or paid as settlement or in lieu of any such proceedings shall be paid to Lender. Mortgagor shall (provided that no Default then exists) be entitled to use a portion of such proceeds for repair or restoration of any damage to the Mortgaged Premises which occurs as a result of the proceedings (subject to Lender's approval of such restoration or repairs costs). Lender shall be entitled to use all remaining proceeds for application (in the inverse order of maturity) to the indebtedness secured hereby, provided that no such application shall result in additional interest or have the effect of curing any Default or extending the time for making any payment due hereunder or under the Note. Subject to its rights to use of proceeds for repair or restoration, as set forth above, Mortgagor shall execute and deliver to Lender upon request therefor at any time or times and from time to time any and all further assignments and instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning to Lender all awards and other compensation heretofore and hereafter to be made to Lender for any taking, either permanent or temporary under any such proceeding. Mortgagor agrees to deliver to Lender promptly following their receipt by Mortgagor true copies of any and all papers served or otherwise received by Mortgagor in connection with any such pending or threatened proceedings.

3.5 **Advances.**

3.5.1 In the event Mortgagor fails to perform any act required of Mortgagor, by this Mortgage or the Note or to pay when due any amount required to be paid by this Mortgage or the Note, Lender may (but shall not be obligated to) make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Default. All monies so advanced by Lender together with all expenses incurred in connection therewith shall be deemed advances ("**Advances**") under this Mortgage, shall be immediately due and payable and shall be added to the principal amount of the Note. Advances shall bear interest from the date expended at the Default Rate specified in the Note and shall be secured by this Mortgage as though originally a part of the principal amount of the Note.

3.5.2 Mortgagor recognizes that, during the term of this Mortgage, Lender:

3.5.2.1 May be involved in court or administrative proceedings, including without restricting the foregoing, foreclosure, probate, bankruptcy, creditors arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Lender shall be a party by reason of this Mortgage or the Note or in which this Mortgage, the Note, or the Mortgaged Premises are involved directly or indirectly; or

3.5.2.2 May make preparations for the commencement of any suit for the foreclosure thereof, which may or may not be actually commenced; or

3.5.2.3 May make preparations for the defense of any threatened proceeding which might affect the Mortgaged Premises or the priority, validity or effectiveness of the lien created or intended to be created hereby, which proceeding may or may not be actually commenced; or

3.5.2.4 May make preparations for and do work in connection with Lender's taking possession of and managing the Mortgaged Premises, which event may or may not actually occur; or

3.5.2.5 May make preparations for and commence other private or public actions to remedy a Default, which other actions may or may not be actually commenced; or

3.5.2.6 May enter into negotiations with Mortgagor or agents of Mortgagor in connection with the existence of or cure of any Default, the sale of the Mortgaged Premises, the assumption of liability for any of the indebtedness represented by the Note or the transfer of the Mortgaged Premises in lieu of foreclosure; or

3.5.2.7 May enter into negotiations with Mortgagor or agents of Mortgagor pertaining to Lender's approval of actions taken or proposed to be taken by Mortgagor or the agents thereof which approval is required by the terms of this Mortgage.

All reasonable expenditures (which may be estimated as to items to be expended after decree) made by Lender in connection with any of the foregoing for attorneys', trustees' and appraisers', fees and expenses, documentary and expert evidence, stenographers' charges, expenses of procuring title examinations, policies and certificates, court costs, and all other like and unlike costs which Lender deems to be reasonably necessary, shall be deemed to be Advances and shall be treated as such.

3.5.3 Lender, in making any payment authorized in this paragraph 3, of Taxes, assessments or other like charges involving the Mortgaged Premises, may do so according to any bill or estimate issued from the appropriate public office without inquiry into the accuracy of such bill or estimate or into the validity of any Tax, assessment sale or forfeiture.

3.6 **Hazardous and Toxic Substances.** Mortgagor shall indemnify, hold harmless and defend Lender from and against all loss, cost (including attorneys fees and court costs), liability and damage whatsoever incurred by Lender by reason of any violation or alleged violation by Mortgagor of any applicable statute or regulation relating to hazardous or toxic substances affecting the Land or the Improvements, including through the imposition of any lien for any environmental cleanup costs. To the extent that Lender or Mortgagor shall be strictly liable under any such statute or regulation, the obligation of Mortgagor shall also be without regard to fault.

4 DEFAULTS AND REMEDIES.

4.1 **Default.** Each of the following events shall constitute a default ("*Default*") under this Mortgage:

4.1.1 The failure or omission by Mortgagor to make any payment before delinquency or to perform in a full and timely manner any of Mortgagor's obligations, covenants, agreements or liabilities under this Mortgage or the Note, the untruth of any representation made herein or the breach of any of Mortgagor's covenants contained in this Mortgage, after the expiration of all applicable grace periods;

4.1.2 The occurrence of any Default (as defined therein) under the Note;

4.1.3 An uninsured (or underinsured) loss, damage, destruction or taking by eminent domain or other condemnation proceedings of any substantial portion of the Mortgaged Premises or of any part of the Mortgaged Premises which materially impairs any of the intended uses of the Mortgaged Premises;

4.1.4 The seizure, distraint or attachment of or a levy upon all or any part of the Mortgaged Premises;

4.1.5 The appointment of a receiver, custodian, trustee or conservator of all or any part of the Mortgaged Premises or Mortgagor's business pertaining to the operation of the Mortgaged Premises;

4.1.6 The voluntary or involuntary conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrances or alienation of the Mortgaged Premises or any part thereof or interest therein, without the prior written consent of Lender.

4.1.7 The foregoing provisions to the contrary notwithstanding, no failure by Mortgagor to perform under this Mortgage shall be a Default if such failure is a failure to perform any covenant of this Mortgage, other than a covenant relating to the payment of money, and such failure shall be cured within fifteen (15) days after written notice thereof is given to Mortgagor of such failure.

4.2 **Foreclosure.**

4.2.1 The happening of any Default under this Mortgage shall give Lender the following rights:

4.2.1.1 Lender may declare, without notice to or demand upon Mortgagor or any other party, all indebtedness under the Note, including Advances, to be

UNOFFICIAL COPY

immediately due and payable or foreclose the Mortgage or both accelerate such indebtedness and foreclose the Mortgage and exercise such rights and remedies;

4.2.1.2 In any suit to foreclose the lien of this Mortgage or to enforce any other remedy of Lender under this Mortgage and the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidder's at any sale which may be held pursuant to such decree the true condition of the title to or the value of the Mortgaged Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such expenses and fees as may be incurred in the protection of the Mortgaged Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Mortgaged Premises, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any proceeding or threatened or proceeding, shall be so much additional Indebtedness, immediately due and payable, with interest thereon at the Default Rate (as defined in the Note) until paid.

4.2.2 Either before or after the foreclosure sale, a receiver may be appointed by the court without notice and without regard to the solvency or insolvency of Mortgagor, the then value of the Mortgaged Premises or whether they are then occupied as a homestead. The receiver shall have all powers granted to receivers pursuant to the Statutes of the State of Illinois at the time of such appointment.

4.2.3 The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order of priority:

4.2.3.1 Costs and expenses of the foreclosure proceeding;

4.2.3.2 Advances and any and all other obligations outstanding under this Mortgage or the Note, all accrued and unpaid interest on the Note, and unpaid principal on the Note, in that order, unless Lender, prior to the expiration of sixty (60) days following the foreclosure sale, shall elect otherwise in a notice given to Mortgagor, and if Lender shall so elect, then in any order as Lender may specify in such notice; and

4.2.3.3 The balance, if any, to discharge junior liens, if the court so directs, and otherwise, to Mortgagor.

4.3 **Other Remedies.** Upon the happening of a default under this Mortgage, Lender shall have and may exercise the following additional remedies:

4.3.1 Any and all additional remedies now or hereafter provided by law for default by Mortgagor under this Mortgage, including, without limitation, a power of sale or similar summary remedy.

4.3.2 Either personally or by means of a court appointed receiver, to take possession of all or any of the personalty and to exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to, and exercise all rights and powers of Mortgagor in respect of all personalty or any part thereof. If Lender demands or attempts to take possession of the personalty in the exercise of any rights under the Mortgage or Note, Mortgagor shall promptly turnover and deliver to Lender complete possession thereof.

4.3.3 Without prior notice to or demand upon Mortgagor, Lender may make such payments and do such acts as Lender may deem necessary to protect Lender's security interest in the personalty, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, discharging any lien which is prior to or superior to or alleged to be prior to or superior to the security interest granted hereunder, and, in exercising any such power or authority, to pay all expenses incurred by or on behalf of Lender in connection therewith.

4.3.4 Lender may require Mortgagor, at Mortgagor's sole cost and expense, to assemble the personalty or any portion thereof, at a place designated by Lender, and promptly to deliver such personalty to Lender or to an agent or representative designated by Lender. Lender and Lender's agents and representatives shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Lender's rights hereunder.

4.4 **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any remedy for a Default shall operate as a waiver thereof. The remedies available to Lender under this Mortgage shall be exercisable in any combination whatsoever and shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law or under the Note.

5 MISCELLANEOUS.

5.1 Modification of Loan Terms. If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, Mortgagor and any other parties now or hereafter liable therefor or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof not so released and the rights created hereby and thereby shall continue in full force, the right of recourse, if any, against all such parties being reserved by Lender.

5.2 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the heirs, successors, legal representatives and assigns of Mortgagor and Lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgaged Premises, provided that this paragraph 5.2 shall not be construed to permit a transfer, conveyance or assignment other than as allowed by this Mortgage.

5.3 Notices. Whenever Lender or Mortgagor desires to give any notice to the other it shall be sufficient for all purposes if such notice shall be personally delivered or sent by registered or certified United States Mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice to the sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

Lender: Eric B. Peterson
2028 North Seminary
Chicago, IL 60614

Mortgagor: LaSalle National Bank, as Trustee under provisions of a Trust Agreement
dated March 1, 1997, a/k/a Trust Number 12081
135 South LaSalle Street
Chicago, IL 60603

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or three (3) business days after it is deposited in the United States Mail, postage prepaid.

5.4 Waiver of Statutory Rights; Time of the Essence. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, redemption, reinstatement, stay, extension, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and hereby waives the benefit of such laws. Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, waives any and all right to have the collateral for this Mortgage marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged

Premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of applicable statutes. Time is of the essence of this Mortgage.

5.5 **Partial Payments.** Acceptance by Lender of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Lender's right to exercise Lender's option to declare the whole of the indebtedness secured hereby remaining then unpaid, together with all accrued interest, to be due and payable immediately and without notice, or any other rights of Lender at that time or any subsequent time, nor nullify any prior exercise of such option or such rights of Lender without Lender's express consent, except to the extent otherwise provided by law.

5.6 **Tender of Payment After Acceleration.** If, after legal proceedings shall be instituted to foreclose the lien of this Mortgage, tender shall be made of the entire indebtedness secured hereby, including accrued interest, Lender shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated in this Mortgage. Such expenses shall be so much additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until all such fees, charges and expenses shall have been paid in full.

5.7 **Rescission of Election.** Acceleration of maturity, once made by Lender, may at the option of Lender be rescinded, and any proceedings brought to enforce any rights or remedies of Lender hereunder may, at Lender's option be discontinued or dismissed, whereupon, in either such event, Mortgagor and Lender shall be restored to their prior positions, and the rights, remedies and powers of Lender shall continue as if such acceleration had not been made or such proceedings begun, as the case may be.

5.8 **Recording and Filing.** Mortgagor, at Mortgagor's sole expense, shall cause this Mortgage and all supplements hereto for which constructive notice must be given to protect Lender, at all times to be recorded, registered and filed and rerecorded, reregistered and refiled in such places as Lender shall direct, and Mortgagor on demand will pay or reimburse Lender in the full amount of the cost thereof.

5.9 **Incorporation of Note.** It is expressly understood and agreed that all of the terms, covenants, conditions, agreements, representations, warranties, obligations, and provisions of the Note are by this reference adopted and incorporated in this Mortgage to the same extent and with the same binding force and effect as if all such terms, covenants, conditions, agreements, representations, warranties, obligations, and provisions thereof were herein stated in full, it being the express intent that the Note and this Mortgage complement and supplement the other to the extent necessary or required to protect, preserve and confirm the rights, powers and remedies of Lender in respect of the indebtedness hereby secured.

5.10 **Enforcement.** To induce Lender to make the loan evidenced by this Mortgage, Mortgagor agrees irrevocably that, subject to Lender's sole and absolute election, all actions to enforce this Mortgage or other actions, suits or other proceedings arising out or in respect of this Mortgage ("**Actions**") shall be brought in a court of competent jurisdiction sitting in the County where the Mortgaged Premises are located. Mortgagor irrevocably consents to the jurisdiction of such courts. Mortgagor further (a) agrees that in any such Action, service of process may be in the same manner as notices are delivered hereunder and that Mortgagor shall accept service made in such manner, and (b) irrevocably waives any right Mortgagor may have to request or demand a trial by jury, to transfer or change the venue of, or to claim that any such Action has been brought in an inconvenient forum.

5.11 **Captions.** The captions or headings at the beginning of each paragraph of this Mortgage are for convenience of the parties only and are not to be construed as a part of this Mortgage.

5.12 **No Merger.** If both the landlord's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Premises shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by the application of the doctrine of merger and in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender as to the separate estates. In addition, upon foreclosure of the lien created by this Mortgage, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by the application of law of merger or as a matter of law or as a result of such foreclosure unless Lender or any purchaser at the foreclosure sale shall so elect. No act by or on behalf of Lender or any such purchaser shall constitute a termination of any lease or sublease unless Lender or such purchaser shall give written notice of such termination to such tenant or subtenant.

5.13 **Execution and Delivery.** This Mortgage is executed and delivered in Vernon Hills, IL. Mortgagor waives all rights of homestead and other exemptions granted by the constitution and laws of the State of Illinois.

5.14 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

5.15 **Severability.** If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal or unenforceable, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

5.16 **Limitation of Interest.** It is the intent of Mortgagor and Lender in the execution of this Mortgage and the Note to contract in strict compliance with the usury laws of the State in which the Land is located. In the event that any holder of the Note shall collect monies which are found by a court of competent jurisdiction to constitute interest which would otherwise increase the effective rate of interest on the Note to a rate in excess of that permitted to be charged by the laws of the State in which the Land is located, all such sums deemed to constitute interest in excess of such maximum permissible rate shall be immediately applied to the reduction of the unpaid principal amount due under the Note or, if the same has been fully paid, returned to Mortgagor upon such determination.

Trustee's generation under attached hereto and made a part thereof.

MORTGAGOR:
LaSalle Bank National Association formerly
known as

LaSalle National Bank, as Trustee under provisions of a Trust Agreement dated March 1, 1997, a/k/a Trust Number 120815

and not personally

By: *Deborah [Signature]*
Title: ASST. VICE PRESIDENT

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify Deborah Berg, ASST. VICE PRESIDENT, an officer of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said Bank signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, dated October 6, 2000.

Patricia K. Holtry
Notary Public

My commission Expires: _____

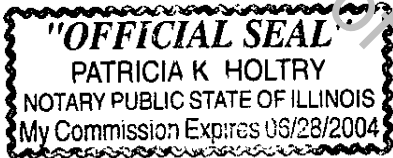


EXHIBIT A

Legal Description of the Mortgaged Premises

< LOT 44 IN GREENVIEW ADDITION TO WILMETTE IN BAXTER'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

< Permanent Index No.: 05-35-301-012

< Common Address: 360 Gregory, Wilmette, IL

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED 8-14-00 UNDER TRUST NO. 120815

This Mortgage or Trust Deed in the nature of a mortgage is executed by LaSalle Bank National Association, not personally, but as trustee under Trust No. 120815, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either impress or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgage or trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

County Clerk's Office