2001-03-09 10:09:50

Cook County Recorder

45.00



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This instrument was prepared by 7 LAKESIDE BANK

When recorded return to

1112 S. WABASH AUR. CHICAGO, LL

MORTGAGE

DATE AND PARTIES. The date of this Mort( age (Security Instrument) is February 28, 2001. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JANUARY 20, 1998 AND an Olyna Clerks **KNOWN AS TRUST 10-1912** 

an Illinois Trust 55 West Wacker Drive Chicago, Illinois 60601

LENDER:

LAKESIDE BANK

Organized and existing under the laws of Illinois 55 W. Wacker Drive Chicago, Illinois 60601

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender, the following described property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at approximately 7 acres in chinatown Square and approximately 3.35 acres in Chinatown Square commonly known as Santa Fe II, Chicago, Illinois 60616.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

Parkshore Commons Limited Partnership Illinois Mortgage IL/3LER2B075D00000000000005100000052n5

Initials Page 1

BOX 333-CTI

- 2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$500,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:
  - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 6036659-13, dated February 28, 2001, from Parkshore Commons Limited Partnership, Richview II, Inc., CA Parkshore, Inc. and Lakeside Bank, as trustee, under Trust Agreement dated January 20, 1998 and known as Trust 10-1912 (Borrower) to Lender, and a loan amount of \$500,000.00 with an initial interest rate of 8.5 percent per year maturing on March 1, 2004.
  - B. All Debts. All present and future debts from Parkshore Commons Limited Partnership, Richview II, Inc., CA Parkshore, Inc. and Lakeside Bank, as trustee, under Trust Agreement dated January 20, 1998 and known as Trus 19-1912 to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, ron-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.
  - C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security, Instrument.
- 4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- 5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

- 9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
  - A. A beneficial interest in Mortgagor is sold or transferred.
  - B. There is a change in either the identity or number of members of a partnership or similar entity.
  - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 10. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:
  - A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's by siness or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.
  - B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.
- 11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not the property free of noxious weeds and grasses. Mortgagor written consent. Mortgagor will not substantially change without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the coverants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 13. DEFAULT. Mortgagor will be in default if any of the following occur:
  - A. Payments. Mortgagor fails to make a payment in full when due.
  - B. Insolvency. Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.



- C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents. A default occurs under the terms of any other transaction document.
- F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of defau't, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value. The Value of the Property declines or is impaired.
- M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
- N. insecurity. Lender reasonably believes that Lender is insecure.
- 14. REMEDIES. Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the belence owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.
- Subject to any right to cure, required time schedules or other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the smount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.
- Upon default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and will have the right to possession provided by law. This Security Instrument will continue as a lien on any part of the Property not sold on foreclosure.
- All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender if any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By choosing any one or more of these remedies Lender does not give up Lender's right to use any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or happens again.
- 15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include all costs and disbursements, including reasonable attorneys' fees and collection agency charges, incurred to collect or enforce this debt. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will in mediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any peruing or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable. Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security

Instrument and in return Mortgagor will provide Lender with collateral or at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 18. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Londer, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

- 19. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 20. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may provent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.
- 21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.
- 22. APPLICABLE LAW. This Security Instrument is governed by the laws of Illinois, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.
- 23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor

will still be obligated under this Security instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

- 24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 26. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All infincial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

AND NOT PERSONALLY Lakeside Bank, as trustee, under Trust Acreement dated January 20, 1998 and known as Trust 10-1912

Authorized Signer ASST IRUST OFFICER

Authorized Signer ASST, TRUST OFFICER

LENDER:

Lakeside Bank

SEE CIDER ATTACHED HERETO AND MADE A PART HEREOF.

Office

Stan J. Bochnowski, Senior Vice President

ACKNOWLEDGMENT.

# 10186639

## **UNOFFICIAL COPY**

Exhibit A - page one

BLOCKS 21, 24, 25 AND 41 AND THE VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOGETHER WITH THAT PART OF LOT 65 IN CHINA TOWN SQUARE SUBDIVISION, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH TAN COURT (50 FEET IN WIDTH), IT ITS POINT OF INTERSECTION WITH THE WEST LINE OF SOUTH WELLS STREET (50 FEET IN WIDTH); THENCE SOUTH SENSIFY WEST, ALONG THE NORTHERLY LINE OF SAID TAN COURT, A DISTANCE OF 398.80 FEET TO A POINT; THENCE NORTH 3175415" WEST A DISTANCE OF 242.63 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RALROAD COMPANY AS PER DOCUMENT NUMBER 2981688; THENCE NORTH 4111/1576AST A CONG THE SOUTHEASTERLY LINE OF SAID CONVEYANCE, A DISTANCE OF 62.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE VACATED ALLEY LEADING SOUTHEASTERLY LINE OF SAID CONVEYANCE, A DISTANCE OF 62.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID CONVEYANCE, A DISTANCE OF 6.00 FEET TO A POINT OF INTERSECTION WITH SAID VACATED ALLEY, THENCE NORTH 4400/2375AST CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID CONVEYANCE. A DISTANCE OF 6.25 FEET TO A POINT, THENCE NORTH 4400/2375AST CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID CONVEYANCE. A DISTANCE OF 6.00 FEET TO A POINT AT THE MOST SOUTHEAST FLY LINE OF SAID CONVEYANCE. A DISTANCE OF 6.00 FEET TO A POINT AT THE MOST SOUTHEAST FLY LINE OF SAID CONVEYANCE. A DISTANCE OF 5.00 FEET TO A POINT OF THE PLACE OF THE PARCEL OF LAND IN SAID BLOCK 24 OF SAID CONVEYANCE. A DISTANCE OF 5.00 FEET TO A POINT OF CHEVE: THENCE NORTHEASTERLY CONTINUING ALONG THE SOUTHEAST FLY LINE OF SAID CONVEYANCE. A DISTANCE OF 5.00 FEET TO A POINT OF CHEVE: THENCE NORTHEAST FLY CONTINUING ALONG THE SOUTHEAST FLY LINE OF SAID CONVEYANCE BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 763.75 FEET A CHORD LENGTH OF 127.87 FEET, HAVING A CHORD BEARING OF CONVEYANCE. A DISTANCE OF 128.02 TO AN INTERSECTION WITH THE EAST LINE OF SAID CONVEYANCE. A DISTANCE OF 53.00 FEET TO A POINT ON THE CAST LINE OF SAID CONVEYANCE. A DISTANCE OF 53.00 FEET TO A POINT ON THE CAST LINE OF SAID CONVEYANCE. A DISTANCE OF 53.75 FEET TO A POINT ON THE CONTINUING ALONG THE SOUTHEASTERLY

# UNOFFICIAL COPY Exhibit A - page two

#### Parkshore Commons - Parcel #1

A parcel of land comprised of a part of each of the lots in Block 21 in Canal Trustees' new subdivision of Blocks in the east fraction of the southeast fractional quarter of Section 21, township 39 North, range 14 East of the Third Principal Meridian, and all of the lots in the resubdivision of Block 20 of Canal Trustees' new subdivision, aforesaid, which parcel of land is bounded and describes as follows:

Beginning at the northeast corner of said Block 20, being the intersection of the west line of S. Wentworth Avenue with the south line of W. 18th Street, and running;

Thence South 00 degrees 00 minutes 58 seconds East along the east line of said block 20, said East line being the west line of S. Wentworth Avenue, a distance of 347.35 feet to the point of intersection with the north line of West 19<sup>th</sup> Street;

Theree South 88 degrees 59 minutes 44 seconds West a distance of 335.04 feet; — Theree North 01 degrees 00 minutes 16 seconds West a distance of 15 feet;

Thence South 88 degrees 59 minutes 44 seconds West a distance of 83.89 feet,

Thence North 67 degrees 39 minutes 26 seconds West a distance of 129.88 feet to the point of intersection with the Easterly line of the parcel of land conveyed to the Chicago, Madison and Northern Railroad Company by Deed recorded in the recorder's office of Cook County, Illinois. on July 3, 1900 as Document No. 2981686;

Thence North 19 degrees 14 minutes 01 seconds East, along the easterly line of said parcel of land, a distance of 134.74 feet to a point 26.00 feet, measured perpendicularly, easterly from the westerly line of said block 21;

Thence northwardly along the easterly line of said parcel of land, said easterly line being here the arc of a circle, convex to the West and having a radius of 703.78 feet, a distance of 75.88 feet (the chord of said arc having a bearing of North 22 degrees 16 minutes 41 seconds East and a length of 75.84 feet) to a pint of reverse curve:

Thence northwardly, continuing along the easterly line of said parcel of land, said easterly line being here the arc of a circle, convex to the East and having a radius of 729.78 feet, a distance of 78.68 feet (the Chord of said arc having a bearing of North 22 degrees 16 minutes 41 seconds East and a length of 78.64 feet);

Thence North 19 degrees 11 minutes 22 seconds East along the easterly line of said parcel of land, a distance of 9.12 feet to an intersection with the North line of said Block 21, distance 36.37 feet East from the Northwest corner of said Bock 21;

Thence North 89 degrees 51 minutes 58 seconds East along the North ine and said North line extended East of said Block 21 and along the North line of said Plock 20, distance of 431.71 feet to the point of beginning, in Cook County, Illinois.

#### Parkshore Commons - Parcel #2

A parcel of land comprised of a part of Block 26 in Canal Trustees' new subdivision of Blocks in the east fraction of the southeast fractional quarter of Section 21, township 39 North, range 14 East of the Third Principal Meridian, which parcel of land is bounded and describes as follows:

Beginning at a point in the east line of said Block 26, said east line being also the West line of South Wentworth Avenue, distant North 00 degrees 00 seconds 58 seconds West (assumed tearing) 13.00 feet from the southeast corner of said Block 26;

Then e South 89 degrees 54 minutes 16 seconds West a distance of 234.74 feet to the point of intersection with the northwest line of Tan Court;

Thence Nor n 31 degrees 54 minutes 15 seconds West a distance of 95.55 feet to the point of intersection with South Wells Street heretofore dedicated as Document No. 00295546 on April 27, 2003 in Cook County, Illinois;

Thence North 00 degrees 10 minutes 58 seconds West a distance of 306.61 feet to the point of intersection with West 19<sup>th</sup> Street heretofore dedicated as Document No. 99762242 on August 11, 1999:

Thence South 89 degrees 56 minutes 07 seconds West a distance of 285.05 feet to a point of intersection with South Wentworth Avenue;

Thence South 00 degrees 00 minutes 52 seconds East a distance of 386,99 feet to the point of beginning.

# 10186639

### **UNOFFICIAL COPY**

Exhibit A - page four

I.N. 17-21-406-001 17-21-406-003 17-21-406-005 17-21-432-001 17-21-432-001 17-21-432-019 17-21-508-007 17-21-508-007 17-21-508-010 17-21-508-024 17-21-508-025 17-21-508-025 17-21-508-025 17-21-508-030 17-21-508-030 17-21-508-042 17-21-508-042 17-21-508-049

# 10186639

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Lakeside Bank

55 WEST WACKER DRIVE . CHICAGO, ILLINOIS 60601-1699 . (312) 435-5100



# MORTGAGE RIDER

THIS MORTGAGE or TRUST DEED is executed by LAKESIDE 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 it is expressly understood and agreed by the other party(ies) hereunder and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage or Trust Deed shall be construed as creating any Liability on LAKESIDE BANK or on any of the beneficiaries under said Trust Agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage or Trust Deed and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of the cosigner, endorser or guarantor of said Note. Office