

(Space above this line for recording purposes)

RELEASE OF INDEMNIFYING REAL ESTATE MORTGAGE

This is to certify that, for value received, the instrument identified as: INDEMNIFYING REAL ESTATE MORTGAGE granted by Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 1, 1974 and known as Trust Number 10-29255-09, and not personally of Chicago, Illinois, (the "Mortgagor") to Bank One, Indiana, NA,

and known as Trust Number 10-29255-09, and not personally	Of Chicago, filmors, the Alichett 9 1090 in AS
successor in interest to NBD Bank, NA (the "Bank") dated JU	JLY 21, 1989 and recorded on AUGUST 8, 1989, III AS
the Office of the Recorder of C	COOK County, Illinois, as it may have been amended, partially
title Same time to time (collective)	ly, the "Mortgage"); is nereby fully released and satisfied.
released, or otherwise modified from time to time (consecutive	authorized officer, has executed the Release of Mortgage this 2 nd
IN WITNESS WHEREOI, the Mortgagee, by its duly a	authorized officer, has executed the Release of Mortgage unis
day of Tebruary 2000	<u>-</u>
	BANK ONE, INDIANA, NA
O _x	Successor in interest to NBD Bank, NA
	-0
	By: Dennis J. Layer
	Occitate Vice President
	(15315 Capi)
	(Printed Name and Title)
•	
STATE OF INDIANA,	
COUNTY OF _Lake ss:	
	%
	, an authorized
Before me, a Notary Public in and for said County and State	e, personally appeared <u>Dennis Karpen</u> , an authorized
officer of BANK ONE, INDIANA, NA, successor in intere	st to NBD ballk, NA (die Mortgages)
execution of the foregoing Release of Mortgage for and on	behalf of the Mortgague.
WITNESS my hand and Notarial Seal this $\frac{2nd}{}$ day	of February
WITH BOO My Marie Marie	VER
	<u> </u>
·	Kelly J. Ruszkiewicz, Notary Public
	(Printed Name)
My Commission Expires: December 15, 2007	1/0
My Commission Expires.	
Resident of Indiana County, Lake	_
Durand By Atthe Walter	īφ (Š
This instrument Prepared By: KATHY MATTI	NGLY 053-0101908624/box 6136982
After Recording, Return To:	Bank One Commercial Loan Services
, Mar. Alder and a	P.O. Box 37263
	Lanisvilla KV 40232

Louisville, KY 40232

P. (N-My

59.50 LAM

Property of Coot County Clert's Office

Record and return to Rene' Martin CAINER BAN 183 Avoadway Merrolli III 16420

INDEMNIFYING REAL ESTATE MORTGAGE

La Salle National Bank, as Successor Trustee to**

This Mortgage made the 21st day of July

19 89, by EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1974 AND KNOWN AS TRUST NUMBER 29255, of Chicago, Illinois, hereinafter referred to as "Mortgagor" unto GAINER BANK, NATIONAL ASSOCIATION, of Gary, Indiana, hereinafter referred to as "Mortgagee", 00391635

WITNESSETH:

This Mortgage is given in consideration of any loan or other financial accommodations by Gainer Bank, National Association to Tom Olesker's International Man, Inc., an Illinois Corporation, and specifically to secure the payment of certain commercial line of credit notes herewith, not to exceed in the aggregate, the principal sum of Two Hundred rilly Thousand and No/100---Dollars (\$250,000.00) given to Gain's Bank, National Association by Tom Olesker's International Man, Inc., an Illinois Corporation (herein after, "corrower"), payable as therein provided, and to further fecure the guaranty of said notes by Tom Olesker, Jr. and Sarah Olesker, and Tom Olesker, Sr. and Joan Olesker (herein after, "Guarantors") and for the purpose of securing the repayment of said obligations, and to indemnify the Mortgagee from any loss or damage that it may incur by the failure of said bligations to be paid as agreed, the undersigned hereby murtgage and warrant to the Mortgagee, the property situate 1 to Cook County, State of Illinois, described as follows, 2, -wit:

Lot 24 (excepting the East 3 feet and 1 inch) in Harrison H. Husted's Su'civision of the South part of Block 13 in Canal Trustor's Subdivision of Section 33, Township 40 North, Range 10 also that portion of said Lot 24 covered by the 1/2 of the East wall of building standing on the North 16 feet of the South 77 6/10 feet of the West 22 feet 3 5/8 inches of said Lot 24 in Cook County, Illinois,

together with all buildings, improvements, structures, appurtenances, fittings, and fixtures attached, erected or used in connection with the Property or hereafter acquired attached, erected, appurtenant or used in connection with the Property, including but not limited to storm and screen windows and doors, cabinets, bathroom fixtures, drayes, shades, floor coverings, stoves, refrigerators and other appliances, gas, steam, electric and other air-conditioning, heating, and lighting apparatus, all of which are to be deemed to be a part of the Property, whether; physically attached or not, together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (herein after, "Property").

And that said Mortgagor does covenant with the said Mortgagee as follows: First, that he is lawfully seized of the said Property in fee simple; Second, that he has a good right to convey the same; Third, that the same are free from all liens and encumbrances except as set out in Clause 5 below; Fourth, that the said Mortgagee shall quietly enjoy and possess the same; and that the said Mortgagor will warrant and defend the title to the same against all lawful claims.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees with said Mortgagee, its successors and assigns as follows:

 If there is a default in the payment of any indebtedness hereby secured or in the performance of any of the Mortgagor's, Borrower's, or Guarantor's, covenants set forth in the Mortgage or other instruments signed in - 1 -

conjunction with the indebtedness this mortgage secures, or if Mortgagor should abandon the aforesaid Property, or if said Property or any part thereof should be attached, levied upon or seized, or if the Mortgagor, Borrower, or Guarantor, should become bankrupt or insolvent or make an assignment for the benefit of creditors or if a receiver should be appointed for the Mortgagor, Borrower, or Guarantor, then the entire indebtedness shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Property shall be subject to foreclosure of this mortgage, and the Mortgagee, if it elects to foreclose the same, and at any time prior to the expiration of any period of redemption following sale, shall become entitled to the immediate possession of the aforesaid Property together with all the rents, issues, income and profits therefrom and Mortgagor will pay costs and attorney's fees incurred by Mortgagee in the enforcement of the terms of the above mentioned Mortgage. Mortgagor waives all right of homestead exemptions in the property.

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- 2. For the duration of any indebtedness hereby securad: (a) The Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear exceptad; (b) Mortgagor will pay all taxes and assessments imposed on the said Property and will otherwise take such action and elercise such forbearance as may be necessary in order that to said Property shall not hereafter become subject to any lien or encumbrance superior to this mortgage; (c) lortyagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said Property by fire and windstorm or by any cause customarily included in the terms "extended coverage" such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured, plus all taker, assessments and indebtedness then secured by any liens or facumbrances superior hereto on such Property whichever is small in, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and the Mortgajee may collect the proceeds of any insurance. Mortgagor appoints Mortgagee as his attorney-in-fact to endorse any insurance checks and drafts payable to him; (e) This mortgage and the indebtedness incurred hereby may not be assumed, nor can there be transfer or sale of any beneficial interest in Mortgagor, if Mortgagor is not a natural person but is a corporation, partnership, Trust, or other legal entity without prior written consent of the Mortgagee; (f) Mortgagor will pay and keep current any mortgage on said Property that is superior to this Mortgage and immediately advise Mortgagee in writing of his failure to do so; (g) Mortgagor will not further mortgage or encumber said Property in any way without the express written consent of the Mortgagee. This prohibition shall include the Mortgagor borrowing any future monies from any senior mortgage holder under and "other indebtedness" or "future advance" clause without the prior written consent of the Mortgagee; (h) Mortgagor shall not allow any judgment liens; mechanic's liens or other liens of any nature or kind to be placed against said Property, and if such lien or liens should be affixed or placed on said Property, Mortgagor shall immediately advise Mortgagee of this fact in writing and cause said lien to be satisfied and released within five (5) days from the entry thereof.
- 3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials or pay or remove any liens on said Property necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the

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Mortgagee, bear interest at the rate of interest set forth in the indebtedness.

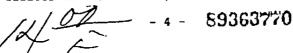
- 4. The Mortgagee at its option may extend the time of 391635 the payment of any indebtedness hereby secured, or reduce 90391635the payments thereon, or accept a note or renewal note thereof, or release any part of the security, or any person liable for the indebtedness without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Mortgage is in default hereunder and no failure of the Mortgagee to exercise any of its rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one more of its rights or remedies hereunder successively or concurrently.
- and unercumbered except as to (a) real estate taxes not yet due; (b, usual easements, covenants and restrictions of record; (c, real estate mortgage and assignment of rents dated 9-11-73 to Chicago Federal Savings and Loan Association in the original amount of \$50,000.00 which Mortgage is not in default and has an unpaid balance of \$29,429.26; (1) Other: Any liens or encumbrances under Exchange National and of Chicago, as Trustee under Trust Agreement dated July 1 1974 and known as Trust Number 29255.
- 6. In the event this Mortgage is subject to a Mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgagee's prior writter consent, sells or transfers any interest in this Property, then at the option of the Mortgagee, this Mortgage and the note or notes or indebtedness it secures shall become immediately due and payable in full, and further, that the mortgagee may immediately foreclose this Mortgage, all vitnout any notice or demand whatsoever.
- 7. That the Mortgagor will indemnify and sive harmless from, and repay on demand the Mortgagee for, any loss, damage, expense, or attorney's fees which may be intured by the said Mortgagee by reason of any suit or proceeding to which the same Mortgagee is made a party on account of this Mortgage, and any loss, damage, expense, or attorney's fees so incurred by the Mortgagee is made a part of the debt secured by this Mortgage.
- 8. That the Mortgagee shall, at its option be entitled to be subrogated to any demand, lien, claim or right paid or satisfied by or with the monies advanced and hereby secured, and that the Mortgagee herein may, at any time or times in succession, without notice, extend the time of payment of the sum hereby secured, or any part thereof, to any person or persons then under obligation to pay the same or affected by the lien hereby created, upon such terms as may be agreed upon by the Mortgagee and the party requesting the extension, without impairing in any way the lien or priority of this Mortgage.
- 9. That all agreements and representations of the Mortgagor herein contained are made also for the benefit of any assignee of the Mortgagee.
- 10. That all rights and remedies secured, to the Mortgagee by the covenants and agreements contained in this Mortgage are to be deemed cumulative and not in any way in derogation of the rights of the Mortgagee under laws of the State of Illinois.

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11. The covenants, agreements, and conditions hereof () 391635 shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

	IN WITNESS WHEREOF this the Mortgagor on the Zlst day	Mortgage has been executed by of July 1989.
SHE RIDER ATTACHED		La Salle National Bank, as Successor Trustee to
S _C	Attest:	Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 1, 1974 and known as Trust Number 29255-09 & not personally,
·	By . Its: Assistant Secretary	By: Its: Assistant Vice President
RIDE	STATE OF	
	I, <u>Harriet Denisewicz</u> the County and State aforese.	, a Notary Public in and for d. hereby certify that
Bank, -	Corinne Bek, and personally known to me to be Assistant Secretary, respectively. The secretary and personal secretary persons whose names are subsequently acknowledged execution and on behalf of said Exceptions and purposes therein the uses and purposes therein	Rita Slimm Welter the Ast Vice President and tively, of Exchange National LaSalle National
	WITNESS my hand and seal	Notary Public Pu
	My Commission Expires:	TOFFICIAL SEAL" Harriet Denizewics Notary Public, State of Illinois My Commission Expires Oct. 30, 1991
	County of Residence:	#A048 # E *-89-363770 COOK COUNTY REGORDER

This instrument prepared by Rene A. Martin as Commercial Account Officer of Gainer Bank, National Association.





00391635

RIDER ATTACHED TO AND MADE . PART OF THE TRUST DEED OR MORTCAGE DATED July 21st, 1989 UNDER TRUST NO. 10-29255-09

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 10-29255-09 in the exercise of the power and authority conferred upon and vested in 12 se such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that 'c possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein in in the note, or in any other instrument given to evidence the indultedress secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL " personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covers. either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee 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 LA SALLE NATIONAL BAND 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.

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