

GEORGE E. COLE®  
LEGAL FORMS

No.103 REC  
October, 2000



0311533186

Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 04/25/2003 12:45 PM Pg: 1 of 9

## MORTGAGE (ILLINIOS) For Use With Note Form No. 1447

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Above Space for Recorder's use only

THIS AGREEMENT, made March 5 2003, between LaSalle Bank National Association  
as Trustee Under Trust No. 130887, 135 S. LaSalle St., Chicago, IL 60603  
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and Fidelity Federal Savings Bank  
5455 West Belmont, Chicago, IL 60641  
herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Eight Hundred Eighty Four Thousand DOLLARS (\$ 884,000.00), payable to the order of and delivered to the Mortgagee in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 5455 West Belmont, Chicago, IL 60641

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Mount Prospect, COUNTY OF Cook IN STATE OF ILLINIOS, to wit:

See Legal Description  
Attached Hereto as Rider A

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 03-35-300-004 and 03-35-300-007

Address(es) of Real Estate: 791 East Rand Road, Mount Prospect, IL

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

350143 WL

### BOX 333-CTI

TICOR TITLE INSURANCE

# UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: LaSalle Bank National Association as Tee UT 130887

This mortgage consists of <sup>eight</sup> ~~four~~ pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

LaSalle Bank (SEAL) \_\_\_\_\_ (SEAL)

National Association \_\_\_\_\_

UTA 130887 \_\_\_\_\_

By: Lisa Wilburn (SEAL) \_\_\_\_\_ (SEAL)

LAND TRUST ADMINISTRATOR \_\_\_\_\_

State of Illinois, County of COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

Lisa Wilburn, TRUST Administrator

IMPRESS SEAL HERE

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as TRUST Administrator free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

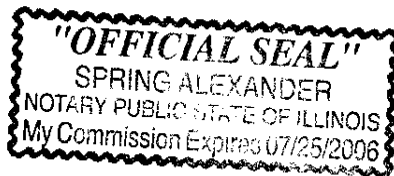
Given under my hand and official seal, this \_\_\_\_\_ day of March 2003  
Commission expires 7/25 2008  
Spring Alexander  
NOTARY PUBLIC

This instrument was prepared by Lawrence A. Gold, 208 S. LaSalle St., #1200, Chicago, IL 60604  
(Name and Address)

Mail this instrument to Lawrence A. Gold, 208 S. LaSalle St., #1200, Chicago, IL 60604  
(Name and Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

Trustee's Exam: This Party executed this instrument and made a part hereof.



**UNOFFICIAL COPY****THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.**

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

Additional Provisions - See Rider C Attached hereto.

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## RIDER A

### LEGAL DESCRIPTION

#### PARCEL 1:

PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN

COMMENCING IN THE WEST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AT A POINT WHICH IS 359 FEET NORTH OF THE SOUTH WEST CORNER OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 FOR A DISTANCE OF 223.85 FEET TO AN INTERSECTION WITH THE CENTER LINE OF RAND ROAD, THENCE NORTHERLY ALONG SAID CENTER LINE FOR A DISTANCE OF 71.69 FEET THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 FOR A DISTANCE OF 188.19 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4, THENCE SOUTH FOR A DISTANCE OF 62 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PARCEL OF LAND IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4, THENCE NORTH ALONG THE WEST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 FOR A DISTANCE OF 359 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 FOR A DISTANCE OF 223.85 FEET TO AN INTERSECTION WITH THE CENTER LINE OF RAND ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE FOR A DISTANCE OF 414.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4, THENCE WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 430.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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## Rider B

### Trustee Exculpation and Notary

Exculpation. This Mortgage is executed by LaSalle Bank National Association, 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 that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor or its beneficiary personally to pay the 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 personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder.

Trustee Notary

State of Illinois

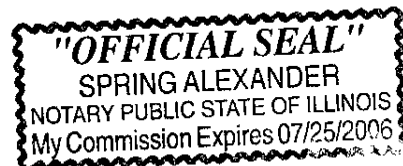
County of Cook

I, undersigned a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Lisa Wilburn as Trust Administrator President of LaSalle Bank National Association, and \_\_\_\_\_ as \_\_\_\_\_ Secretary of such Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Administrator President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth, and the said Trust Administrator President then and there acknowledged that (s)he, as custodian of the seal of said bank, did affix the seal of said bank to said instrument as his(her) own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of March, 2006

*Spring Alexander*  
Notary Public

My commission expires: 7/25, 2006



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## Rider C

### Additional Provisions

19. Waiver of Right of Redemption. Mortgagor warrants it has been authorized or empowered by the trust instrument or by a person having a power of direction over Mortgagor to, and Mortgagor does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of Mortgagor, the trust estate, all persons beneficially interested therein, and each and every person (except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate) acquiring any interest in or title to the premises subsequent to the date hereof.

20. Collateral Protection Act Notice. Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage, the Mortgagee may purchase insurance at the expense of the Mortgagor to protect the interest of the Mortgagee in the premises. This insurance may, but need not, protect the interest of the Mortgagor in the premises. The coverage that the Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the premises, the Mortgagor will be responsible for the costs of that insurance, including interest and any other charges the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding balance or obligation of the Mortgagor to the Mortgagee. The costs of the insurance obtained by the Mortgagee may be more than the cost of insurance the Mortgagor may be able to obtain on its own behalf.

21. Hazardous Waste and Substances; Environmental Requirements. Mortgagor shall comply with all environmental laws, governmental standards and regulations applicable to Mortgagor or to the Property and other environmental matters (collectively the "Applicable Environmental Requirements"). Mortgagor shall promptly notify Mortgagee of its receipt of any notice of a violation of, or investigation or inquiry with respect to any Applicable Environmental Requirements, and Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from any and all loss, cost, damage, claim and expense (including, without limitation, attorney's fees and cost incurred in the investigation, defense and settlement of claims) incurred by Mortgagee on account of Mortgagor's violation of or failure to rectify any Applicable Environmental Requirements. Such indemnity shall not extend to acts committed subsequent to the date Mortgagor relinquishes all ownership rights to the Premises (or rights to possession thereof) when said acts are unrelated to Mortgagor's title or possession of the Premises.

(c) Asbestos. Mortgagor shall not install or permit to be installed in the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material (collectively the "Applicable Asbestos Requirements").

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22. Liens, Encumbrances and Transfers of Ownership. Mortgagor shall keep the premises free from liens of mechanics and materialmen and from all other liens, changes, and encumbrances of whatever nature, regardless of (i) whether the same arise voluntarily or involuntarily on the part of Mortgagor and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Mortgage, and shall furnish to Mortgagee satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed to exist against the premises, excepting, however, any lien or encumbrance expressly consented to by Mortgagee with respect to which Mortgagor shall pay, when due, the indebtedness secured thereby and upon Mortgagee's request, furnish to Mortgagee satisfactory evidence of such payment or payments and except as to any lien being contested by the Mortgagor in good faith and for which a bond or title indemnity has been secured by the Mortgagor for the express protection of the secured position of the Mortgagee with a title insurance company or other company acceptable to the Mortgagee. In the event Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of the beneficial interest in the trust of which Mortgagor is trustee (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, Mortgagee, at its option, shall then have the unqualified right to accelerate the maturity of the Note, causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor, and thereupon or thereafter exercise all rights and privileges reserved to Mortgagee or conferred upon Mortgagee by this Mortgage, the Note secured hereby, any Assignment of Rents given as additional security for said Note or provided by the laws of the applicable jurisdiction.



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LASALLE BANK NATIONAL ASSOCIATION  
LAND TRUST DEPARTMENT  
RIDER – TRUST DEED OR MORTGAGE

**RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR  
MORTGAGE DATED March 5, UNDER TRUST NUMBER 130887**

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 Number 130887, 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 expressed 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.