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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 16, 1986, between Lake View Trust and Savings Bank, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 5, 1986 and known as Trust Number 117, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Eighty Two Thousand Eight Hundred (\$82,800.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described,

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 16, 1986 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Twenty Six and 64/100 (\$726.64) Dollars or more on the 1st day of January 1987 and Seven Hundred Twenty Six and 64/100 (\$726.64) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January, 1991. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of fifteen (15%) per annum, and all said principal and interest being made payable at such banking house or trust company in Chicago Illinois, 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 Nicholas P. Black 505 N. Lake Shore Dr., Suite 100 Chicago, Il. 60611.

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 trust deed, 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 Trustee, its 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1: Lots 1 and 2 (except the Southeasterly 18 feet of Lot 2) in Mary E. Bristle's Subdivision of part of the East 1/2 of the South West 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N.: 14-05-331-007 Common Street Address: 5662-64 N. Ridge Ave., Chicago, Il. 60660.

PARCEL 2: Lots 29, 30 and 31 in Block 2 in Purvis Addition to Edgewater, being a subdivision of the East 1/2 of the South West 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N.: 14-05-331-006 Common Street Address: 5666-72 N. Ridge Ave., Chicago, Il. 60660.

This is a part purchase money mortgage to secure payment of an Installment Note which, with the property hereinafter described, is referred to herein as the "premises," bearing even date herewith.

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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written. Lake View Trust and Savings Bank, as Trustee, as aforesaid, and not personally.

BY: [Signature] its Vice President [Signature] its Assistant Secretary

STATE OF ILLINOIS, I, Karen M. Rosario a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Thomas H. McGuire, Vice President and James E. Polites, Jr., Trust Officer

who is personally known to me to be the same person as whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that KAREN M. ROSARIO signed, sealed and delivered the said instrument as their free and

Notary Public, State of Illinois, My Commission Expires 11/10/90 KAREN M. ROSARIO Notary Public

LAND TITLE COMPANY
This instrument prepared by: Nicholas P. Black, 505 N. Lake Shore Drive, Suite 100, Chicago, Illinois 60611

86610844

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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 hereof; (c) 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 Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 Trustee or to holders of the note 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.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note hereby secured 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 thereof.
- 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 holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed 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.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee 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 Trustee or holders of the note for attorneys' fees, Trustee's 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 Trustee or holders of the note 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof or the accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after 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 Trustee hereunder 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: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, 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; (b) the deficiency in case of a sale and deficiency.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee, and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed 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 Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

8661084 and Rider "A" attached hereto are made a part hereof.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 715745
CHICAGO TITLE AND TRUST COMPANY
 By [Signature]
 Assistant Secretary/Assistant Vice President

MAIL TO: Nicholas P. Black
 509 N. Lake Shore Drive, Suite 100
 Chicago, IL 60611

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

This Junior Purchase Money Mortgage is a second priority mortgage and is subject and subordinate to the terms of that certain mortgage dated December 12, 1986, given by Mortgagor to Lincoln National Bank, as mortgagee there under, as security for indebtedness in the original principal amount of \$562,000.00. (the "First Mortgage")

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10-11-2011

10-11-2011

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RIDER 3 6 6 1 0 3 4 4

ATTACHED TO AND MADE A PART OF
INSTALLMENT NOTE AND JUNIOR PURCHASE
MONEY TRUST DEED DATED DECEMBER 16, 1986
IN THE AMOUNT OF \$82,800.00 MADE BY
LAKEVIEW TRUST AND SAVINGS BANK, NOT PERSONALLY
BUT SOLELY AS TRUSTEE UNDER TRUST
AGREEMENT DATED DECEMBER 5, 1986
AND KNOWN AS TRUST NUMBER 7212
AND ALL BENEFICIARIES THEREUNDER

- R1. This Rider is attached to and made a part of (a) that certain Installment Note dated December 16, 1986 (the "Note") in the principal amount of \$82,800.00 made by Lakeview Trust and Savings Bank, not personally but solely as Trustee under Trust Agreement dated December 5, 1986 and known as Trust No. 7212 and all beneficiaries thereunder, and (b) that certain Junior Purchase Money Trust Deed dated December 2, 1986 (the "Trust Deed") securing the Note and made by Lakeview Trust and Savings Bank, as Trustee aforesaid, and all beneficiaries thereunder (hereinafter collectively referred to as "Mortgagor") in favor of Chicago Title and Trust Company, as Trustee. To the extent the terms and provisions of this Rider vary from or are inconsistent with the terms and provisions of the Note or the Trust Deed or both, the terms and provisions of this Rider shall control.
- R2. At the election of the holder of the Note without notice, the entire principal and all accrued and unpaid interest hereunder shall immediately become due and payable upon the transfer, sale, conveyance, hypothecation or assignment of (a) the undersigned's right, title and interest in and to the property, or any part thereof, now or hereafter securing the Note and encumbered by the Trust Deed, or (b) all or part of the beneficial interest in, to and under Lakeview Trust and Savings Bank Trust Number 7212.
- R3. Upon request of the holder of the Note, the undersigned shall provide said holder with proof reasonably satisfactory to said holder that all real estate taxes and assessments for the property securing the Note are current and that no such taxes or assessments are delinquent.
- R4. The monthly installments herein shall not be delinquent unless paid after the tenth day following the date upon which they are due but interest shall accrue and be payable for each day delinquent at the rate of fifteen percent (15%) per annum until such installment is paid.
- R5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or any part thereof, or any interest therein, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Trustee or Holder. Mortgagor shall not settle, compromise or enter into any agreement in respect to the condemnation of the Premises or the taking thereof by eminent domain or a conveyance in lieu thereof or any settlement in regard to an insurance claim without the prior written consent of Trustee or Holder.

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IN SENATE
JANUARY 10, 1901
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 14, 1899

Property of Cook County Clerk's Office

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11-10-01

R6.

In addition to all other rights to accelerate the payment of the indebtedness secured by this Trust Deed, the indebtedness secured by the Trust Deed shall become immediately due and payable upon the occurrence of any one of the following: (a) Upon Mortgagor's default under the terms of the Note, or this Trust Deed; (b) any articles of agreement for a deed, installment or other contract of sale or assignment, or other similar document or instrument is entered into in respect to the Premises, without the prior written consent of the Trustee or the Holder of the Note secured hereby; or (c) if Mortgagor, or any other party or entity enters into a lease for all or a portion of the Premises for a lease term in excess of three (3) years, without the prior written consent of the Trustee or the Holder.

R7.

This Trust Deed shall be governed by the laws of the State of Illinois. In the event any provision or clause of this Trust Deed or the Note secured hereby, conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed or the Note secured hereby which can be given effect without the conflicting provisions, and to such end, the provisions of the Trust Deed and the Note are declared severable. This is of the essence of the Trust Deed and the note.

R8.

The extension of time for payment herein or the modification of this Trust Deed or the Note, or any other act in forbearance by Trustee or the Holder or the failure to act in respect to any of the Trustee's or the Holder's rights or remedies shall not be deemed a waiver of any rights or remedies of the Trustee or the Holder, nor shall act to release any obligor under this Trust Deed or the Note, or release any guarantor of the terms of the Trust Deed or the Note. Each right, power and remedy herein conferred upon the Trustee or Holder is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Trustee or Holder, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy and no delay or omission of the Trustee or Holder in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

R9.

Mortgagor represents and warrants that the proceeds of the loan secured by this Trust Deed will be used for the purposes specified in Chapter 74 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

R10.

Mortgagor, on written request of the Trustee or Holder, from time to time will furnish a signed statement of the amount of the then indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

R11.

If the payment of the indebtedness secured hereby, or any part thereof, be extended or varied, or if any part of any security for the payment of the indebtedness be released, or if any person or

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entity liable for the payment of the indebtedness be released, or if the Trustee or Holder takes other or additional security for the payment of the indebtedness, or if the Trustee or Holder waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given to secure the payment hereof, all persons now or at any time hereafter liable for the payment of the indebtedness, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, 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 Trustee or Holder notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

R12. In the event that the United States of America, State of Illinois, City of Chicago, Illinois or any other governmental authority exercising jurisdiction over the Premises, Trustee or the Holder of the Note, or any other party to the Trust Deed or the Note, enacts a tax or assessment on this Trust Deed, the Note, or the indebtedness secured hereby, including any such so called "Mortgage Tax", then Mortgagor shall pay, as part of the indebtedness secured hereby, the amount of any such tax or assessment.

R13. In the event Lincoln National Bank, or its successors or assigns, does not impose the requirement of a tax escrow and/or insurance escrow on the Mortgagor, then, in that event and immediately after notice from Holder, Mortgagor shall pay the Holders in addition to all other payments and obligations under the Trust Deed and Note, on a monthly basis one twelfth (1/12th) of all annual real estate taxes and/or insurance premiums, as estimated by the Holder. All such payments shall be made on the first day of the month due.

LAKE VIEW TRUST AND SAVINGS BANK, not personally but solely as trustee under Trust Agreement dated December 5, 1986 and known as Trust No. 7212

BY: [Signature]
VICE PRESIDENT

ATTEST: [Signature]
COKO COUNTY RECORDER

[Signature]
Trust Officer

86610844

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86610844

18.00 MAIL

(3)

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-86-610844

This Trust Deed is executed by Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the part of said Mortgagee or on said Lake View Trust and Savings Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and their successors and said Lake View Trust and Savings Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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Property Clerk's Office

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