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MORTGAGE

THIS INDENTURE, made as of August 22, 1986, between Harris Trust and Savings Bank, Chicago, Illinois, a _____, not personally but as Trustee under the provisions of a Trust Agreement, dated February 3, 1978 and known as Trust No. 38256 (the "Trust"), of the City of Chicago, State of Illinois, herein referred to as "Mortgagor," and Mark Twain Bank, N.A., 620 Market Street, St. Louis, Missouri 63101, a national banking association herein referred to as "Mortgagee," WITNESSETH:

WHEREAS, EPCO Oil Company, Ltd. ("Epco") is justly indebted to the Mortgagee upon a note dated July 12, 1985 (the "Note"), in the original principal sum of Sixty Thousand Dollars ($60,000.00), payable to the order of and delivered to the Mortgagee, in and by which Note Epco promises to pay the said principal sum and interest at the rate and in the manner provided in said Note, or any extensions or renewals thereof, and all of said principal and interest shall be payable to 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 in St. Louis, Missouri. Said Note is payable on demand or, if no demand is made, on September 1, 1987

WHEREAS, the holder of one hundred percent of the beneficial interest in the Trust is a guarantor of the Note.

This Mortgage is executed to secure the Note together with any renewals or extensions of the above Note and also any indebtedness now existing or any other indebtedness or liability of every kind, nature and description, whether the same is direct or indirect, which may be created or incurred by

the Mortgagor, to the Mortgagee in the future until this Mortgage is released of record by the Mortgagee.

NOW, THEREFORE, the Mortgagor to secure the payment of 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does by these presents CONVEY, MORTGAGE ~~and WARRANT~~ unto the Mortgagee, and the Mortgagee's successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF _____ AND STATE OF ILLINOIS, to-wit:

See Exhibit A hereto.

TOGETHER with all and singular the tenements, hereditaments, easements, buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single unit or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate including screens, window shades, storm door and windows, floor coverings, screen doors, venetian blinds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TOGETHER with the rents, issues and profits of said premises which are hereby sold, assigned, transferred and set

over unto the Mortgagee, including all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Mortgagee herein. And the Mortgagor hereby appoints irrevocably the Mortgagee herein as its true and lawful attorney in its name and stead, to collect all of said avails, rents, issues and profits arising or accruing anytime hereafter, and all now due or that may hereafter become due under each and every of the leases or agreements, written or verbal, existing or hereafter to exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed necessary or proper to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to the Mortgagor herein, its successors and assigns and further with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Mortgagor to the Mortgagee or its successors or assigns, as the holder or holders of said indebtedness due or to become due under and by virtue of this Mortgage, and also

to the payment of all expenses and the care and management of said premises, including taxes, and assessments, and the interest and encumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for 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, and all rights to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained, which said rights and benefits said Mortgagor, hereby releases and waives. The undersigned further waives all rights and equities of redemption existing by law or by equity.

A. THE MORTGAGOR COVENANTS:

1. To punctually pay the principal and interest and all other sums to become due in respect of the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

2. To not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed.

3. To pay together with and in addition to the monthly payments of principal and interest, payable under the terms of the Note secured hereby to the Mortgagee, on the first day of each

succeeding month after the date hereof until the Note is fully paid, the following sums:

(a) A sum equal to the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated by Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by the Mortgagee to pay said premiums, taxes, and special assessments;

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(i) taxes, special assessments, fire and other property insurance;

(ii) interest on the Note secured hereby;

(iii) amortization of the principal of said Note;

(c) Provided that Mortgagee may waive in writing the payments set forth in (a) above.

4. To assign to the Mortgagee, as further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, its successors and assigns, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income.

5. To assign to the Mortgagee as further security for the mortgage debt any awards which may become due by reason of the taking by eminent domain of the whole or any part of said premises or any rights appurtenant thereto, including any award for change of grade of streets, and the Mortgagee, at Mortgagee's option, may apply all or any portion of such awards as additional payment in reduction of the indebtedness secured by this Mortgage.

6. To note construction any extension, addition or new structure on said hereinbefore described property or adjoining property now or hereafter controlled by the Mortgagor without prior written approval from Mortgagee. All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the mortgaged property, hereafter acquired by or released to, the Mortgagor or constructed, assembled or placed

by the Mortgagor on the premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the granting clause hereof, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

7. To promptly pay when due all taxes, assessments, including condominium assessments, water and sewer rents and other charges of every type or nature assessed or which may be assessed against the mortgaged premises or any part thereof or upon the interest of Mortgagee in said premises or upon any personal property, without any deduction, defalcation or abatement, and will pay, when due, any other taxes (including corporate taxes), assessments or charges, claims or encumbrances that might become a lien prior to the lien of this indenture or encumbrances that might have priority in distribution of the proceeds of a judicial sale.

8. Mortgagor will produce to Mortgagee, not later than ten days before the date on which any taxes, assessments, water and sewer rents and other charges bear interest or penalties, receipts for all such taxes, assessments, water and sewer rents and other charges.

9. Mortgagor may in good faith contest, by proper legal proceedings, the validity or amount of any tax or assessment which Mortgagor has agreed to pay under this Mortgage, provided Mortgagor first deposits with Mortgagee as security for payment of such contested item an amount equal thereto, plus interest and penalties, and further provided that Mortgagor will pay such contested item and all costs and penalties, if any, at least thirty (30) days before the date the mortgaged premises may be sold by the taxing authorities because of nonpayment of said tax or assessment.

10. To at all times at the cost and expense of Mortgagor keep all of the mortgaged property of any insurable nature constantly insured against loss or damage by fire, lightning, explosion, tornado and windstorm; and such other risks as Mortgagee may reasonably request, including, but not limited to, liability under laws relating to intoxicating liquors and including hazards not now contemplated, in an amount equal to the full insurable value thereof, or equal to the unpaid indebtedness secured hereby, whichever is less and such insurance shall also be in a sum equal to ninety percent (90%) of the insurable value of

the property insured or such other amount as may be required to prevent Mortgagor from being considered as co-insurer thereof; such insurance to be in companies satisfactory to Mortgagee, and all such policies of insurance shall be so written as to make any loss occurring thereunder payable by standard mortgagee clause attached thereto to Mortgagee as its interest may appear, irrespective of, and which may not be invalidated by any act or default of Mortgagor, and all such policies, or a certificate or certificates of the insurers or of an insurance agency satisfactory to Mortgagee, showing that such policies, with such mortgagee clauses, are in force, shall be deposited with Mortgagee as additional security hereunder; and Mortgagor shall also maintain at the cost and expense of Mortgagor such public liability and other insurance as Mortgagee may reasonably request, insuring Mortgagor and Mortgagee against liabilities, claims, damages and losses to persons and property arising out by reason of the use or occupation of the mortgaged property.

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance to the extent of the indebtedness then remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or

released for the repairing or rebuilding of the premises.

11. To insure that insurance policies required by this Mortgage shall provide that any loss thereunder payable to Mortgagee and Mortgagor, as their respective interests may appear, shall be payable notwithstanding any act or negligence of the Mortgagor or of any lessee or other occupant of any portion of the mortgaged premises, which would otherwise result in a forfeiture of such insurance, and that in no event shall such policy be cancelled without at least ten (10) days' prior written notice to the Mortgagee, and such policies shall contain no endorsement permitting cancellation for default in payment of a loan whereby the premium has been financed.

12. That it has good title in fee simple to said real estate free and clear of all encumbrances except as herein specifically recited and will warrant and defend the same against all lawful claims and mechanics' or other liens of all persons whomsoever.

13. That the title to the fixtures, chattels and personal property covered by this Mortgage and warrants and represents that all of the same are free of aliens and encumbrances except those herein specifically set forth, if any. Without the written consent of the Mortgagee, no security interest will be created or suffered to be created under the provisions of the Illinois or Missouri Uniform Commercial Code, as same,

together with any amendments or supplements thereto, may be in effect, with respect to any goods, fixtures, equipment, appliances, or articles of personal property not attached to or hereafter attached to or used in connection with the premises.

14. That it is a validly organized and existing banking corporation authorized under the laws of the State of Illinois to act as trustee under the trust hereinbefore referred to and that it has full power and lawful authority to mortgage the mortgaged property in the manner and form herein set forth.

15. If Mortgagor fails to pay any claim, lien or encumbrance which shall be prior to this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises, in repair, as aforesaid, or shall commit or permit waste, or if thereby commenced any action or proceeding affecting the premises or the title thereto, then the Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee

shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby. Nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

16. In the event that Mortgagee shall pay any tax, assessment, water rent, insurance premium, or charge, imposition or lien having priority over this Mortgage, or any amount agreed to be paid by the Mortgagor under any of the covenants of this Mortgage, the amount so paid shall be a lien on said premises and secured by this Mortgage, and the Mortgagor will immediately repay the same with interest thereon at the rate provided in the Note. The Mortgagee shall have the right to foreclose for any such amount not so repaid or for any unpaid installment of principal or interest, subject to the continuing lien of this Mortgage for the balance of the mortgage debt not then due, but the Mortgagor shall continue to be

liable for the payment of the entire indebtedness until it has been paid in full.

17. To execute and deliver to the Mortgagee from time to time on demand, security agreements and financing statements and such other instruments as Mortgagee may require, in order to impose the lien hereof more specifically upon fixtures, chattels and personal property heretofore referred to.

18. Neither the value of the mortgaged premises nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of the Mortgagor and the Mortgagor will not do or permit to be done to, in, upon or about said premises or any part thereof, or weaken, diminish or impair the security of this Mortgage.

19. That Mortgagor (a) will not remove or demolish the buildings now or hereafter erected upon the premises, nor alter the design or structural character of any building now or hereafter erected upon the premises so as to diminish the value thereof, unless Mortgagee shall first consent thereto in writing; (b) will not sell, encumber or otherwise dispose of said property without prior written approval of Mortgagee; and (c) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

20. To protect, save harmless and indemnify Mortgagee from and against any and all claims, liabilities,

costs and expenses, of whatever nature, which may arise or result, directly or indirectly, by reason of the use or occupation of the mortgaged property or any part thereof.

21. If any additional sum or sums shall become due and owing by Mortgagor to Mortgagee, pursuant to the provisions hereof, the affidavit of Mortgagee shall be sufficient evidence of the fact that such additional sums are secured hereby in the amount set forth in such affidavit.

22. Should the Mortgagee appointed herein, or its successors or assigns, be made defendant in any suit involving the title to any of the properties hereby conveyed, or involving the validity or priority of the lien of this Mortgage, then it is agreed that in every such case an attorney's fee in a reasonable amount shall be fixed by the court in which said suit may be pending, and may be adjudged in favor of the attorney or attorneys of record representing the said parties, or any of them, therein, which fee shall be adjudged against the Mortgagor, on motion made therein therefor as part of the costs of such proceedings, and that such reasonable costs and expenses of the parties, or any of them, shall also be fixed and adjudged as costs therein by the court, and it is agreed that all such fees, costs, and expenses of every such proceeding shall be adjudged against said Mortgagor, and when so adjudged shall be secured by this Mortgage.

23. All of the rights and remedies hereby secured to Mortgagee and cumulative and not in any way in derogation of the rights of Mortgagee under the law; and the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee.

24. That Mortgagor shall annually furnish Mortgagee a financial and operating statement (including an itemized rent roll, if available) of the property prepared by a certified public accountant satisfactory to Mortgagee. Such statement shall be delivered to Mortgagee at its offices within ninety (90) days of the end of each calendar year.

25. Not to lease the premises (including options to renew) for a term exceeding five (5) years without the prior written consent of the Mortgagee.

26. The undersigned represents and agrees that the proceeds of the Note secured hereby will be used for the purposes specified in par. 6464, §4(c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation constitutes a business loan which comes within the purview of said statute.

B. THE MORTGAGOR FURTHER COVENANTS:

1. That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that

the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any monies paid or disbursed by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

2. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security and for the purpose of

paying premiums under Section A(3) above, or for either purpose;

3. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property shall be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

4. That upon the commencement of any foreclosure proceedings hereunder, the court in which such

bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under it appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption; if applicable, and such rents, issues and profits, when collected, may be applied before as well as after the receiver's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership or on any deficiency decree whether there be a decree therefor in personam or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate stated in said Note hereby secured, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy

proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items; second, all moneys advanced by Mortgagee for any purpose authorized in this Mortgage, with interest thereon as herein provided; third, all accrued interest remaining unpaid on the Note secured hereby; and fourth, all of the principal indebtedness remaining unpaid;

5. That the Mortgagor hereby waives any and all rights or redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of the trust estate an all persons beneficially interested therein and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the mortgaged premises as of or subsequent to the date of this Mortgage.

C. MISCELLANEOUS

1. The invalidity of any one or more of the covenants, phrases, clauses, sentences or paragraphs of this instrument shall not affect the remaining portion of this instrument, or any part thereof, and in the event that any one or more of such covenants, phrases, clauses, sentences or paragraphs contained herein should prove to be invalid, then this instrument shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs had not been inserted herein.

2. The words, Mortgagor and Mortgagee, when used herein, shall be taken to include singular and plural number and masculine, feminine or neuter gender, as may be applicable, and shall also include the heirs, administrators, executors, beneficiaries, successors and assigns of the parties hereto.

3. Each and all of the terms and provisions hereof shall extend to and be a part of any renewal or extension of this Mortgage except as expressly modified, altered or amended by the express terms of any such renewal or extension.

4. Mortgagor hereby agrees not to transfer or assign any duties required of it under the terms of this Mortgage or any interest in said premises without obtaining prior written consent of the Mortgagee; such consent shall not be unreasonably withheld.

5. It is agreed that if any part of said premises if of a nature so that the security interest therein

can be perfected under the Uniform Commercial Code, as adopted and in effect from time to time in Illinois, this instrument shall constitute a Security Agreement. Mortgagor agrees to join with the Mortgagee in the execution of any financing statement and to execute any other instruments that may be required for the perfection or renewal of such security interest under said Uniform Commercial Code.

6. This Mortgage is executed by ~~First Bank and Trust Co.,~~ HARRIS 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 said ~~First Bank and Trust Co.~~ HARRIS TRUST AND SAVINGS BANK hereby warrants that it possesses full power and authority to execute this Mortgage), and it is expressly understood and agreed by the Mortgagee herein 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 shall be construed as creating any liability on Trustee 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 and the Note secured hereby shall be solely against the property hereby conveyed by enforcement of the lien hereby created, in the

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manner herein and in said Note provided or by action to enforce the personal liability of the guarantor(s), if any.

IN WITNESS WHEREOF, the undersigned not personally but as Trustee aforesaid has caused these presents to be signed by its Senior Vice President, attested by its Assistant Trust Officer and its corporate seal to be hereunto affixed this 22ND day of AUGUST, 1986.

HARRIS TRUST AND SAVINGS BANK
Chicago, Illinois
as Trustee as aforesaid and not individually

By
Its: VICE PRESIDENT

ATTEST:

By
Its: Assistant Secretary

DEPT-01 RECORDING $33.
T#3333 TRAN 7419 08/29/86 11:11:00
#2487 # A *-86-383936
COOK COUNTY RECORDER

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Catherine Murphy
a Notary Public, in and for said County, in the state aforesaid, Do Hereby Certify, that
JAMES J. PERNER
Vice President of the Harris Trust and Savings Bank and
KENNETH E. FIFKUT Assistant Secretary
of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of August A.D. 19 86

Catherine Murphy
Notary Public

My Commission Expires March 6, 1988

86383936

X-4704 (N-12-74)

My commission expires:

MAIL TO

MAIL TO:
MR. CHARLES D. MATTHEWS,
VICE PRESIDENT
MARK TWAIN BANK OF ST. LOUIS, MISSOURI
620 MARKET ST.
ST. LOUIS, MISSOURI 63101

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STATE OF ILLINOIS)
) SS.
COUNTY OF_____)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Harris Trust and Savings Bank, Trustee under Land Trust No. 38256, dated February 3, 1978, whose name is subscribed to the foregoing Mortgage, appeared before me this day in person, and severally acknowledged that as such _____ he signed and delivered the said instrument and caused the corporate seal of said bank to be affixed thereto, as his free and voluntary act and as the free and voluntary act and deed of said bank as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1986.

_____
Notary Public

My commission expires:

_____

86383936

0513R

LEGAL DESCRIPTION

86383936

17-10-401-005-1423

PARCEL 1:

Unit No. 3203 in Harbor Drive Condominium, as delineated on the survey plat of that certain parcel of real estate (hereinafter called parcel):

Lots 1 and 2 in Block 2 in Harbor Point Unit No. 1, being a Subdivision of part of the lands lying East of and adjoining that part of the Southwest Fractional 1/4 of Fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, included within Fort Dearborn Addition to Chicago, being the whole of the Southwest Fractional 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with all the land, property and space occupied by those parts of Bell, Caisson, Caisson Cap and Column Lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-LA and MA-LA, or parts thereof, as said lots are depicted enumerated and defined on said Plat of Harbor Point Unit No. 1, falling within the boundaries projected vertically, upward and downward of said Lot 1 in Block 2 aforesaid, and lying above the upper surface of the land, property and space to be dedicated and conveyed to the City of Chicago for utility purposes, which survey is attached to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the 155 Harbor Drive Condominium Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 22935653 as amended from time to time together with its undivided percentage interest in said parcel, excepting from said parcel all of the property and space comprising all of the units thereof as defined and set forth in said Declaration, as amended as aforesaid, and survey, in Cook County, Illinois.

86383936

PARCEL 2:

Easements of access for the benefit of Parcel 1 aforesaid through, over and across Lot 3 in Block 2 of said Harbor Point Unit No. 1, established pursuant to Article III of Declaration of Covenants, Conditions, Restrictions and Easements for Harbor Point Property Owner's Association made by Chicago Title and Trust Company as Trustee under Trust No. 58912 and under Trust No. 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 22935651 as amended from time to time, in Cook County, Illinois.

PARCEL 3:

Easements of support for the benefit of Parcel 1 aforesaid through, over and across Lot 3 in Block 2 of said Harbor Point Unit No. 1, aforesaid and as supplemented by the provisions of Article III of Declaration of Covenants, Conditions, Restrictions and Easements for the Harbor Point Property Owners Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912 and under Trust No. 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 22935651, as amended from time to time, all in Cook County, Illinois.