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## LEASEHOLD MORTGAGE

# 21.00

This LEASEHOLD MORTGAGE (the "Mortgage") is made as of December 1, 1986 by and between 25 E. Washington Surgery Center, Ltd., an Illinois limited partnership ("Mortgagor") and Ingalls Development Foundation, an Illinois not for profit corporation ("Mortgagee").

### WITNESSETH:

THAT, WHEREAS, pursuant to the terms and provisions of that certain loan agreement (the "Loan Agreement") and that certain security agreement (the "Security Agreement") of even date herewith by and between Mortgagor and Mortgagee (the Loan Agreement and the Security Agreement sometimes referred to collectively herein as the "Loan Documents"), Mortgagor has executed and delivered to Mortgagee the following Promissory Notes ("Notes") of even date herewith payable to the order of Mortgagee: (a) a note in the principal amount of Six Hundred Thousand Dollars (\$600,000) ("First Note") and (b) a note in the principal amount of Five Hundred Thousand Dollars (\$500,000) ("Second Note") in repayment of a loan from Mortgagee to Mortgagor in like amount (the "Loan"), together with interest thereon, from the date, and at the rate and payable as set forth therein, with the terms and provisions of the Notes being incorporated herein and made a part hereof by this reference as if set forth at length; and

WHEREAS, Mortgagor is the lessee of the premises hereinafter described pursuant to the terms of that certain Lease Agreement dated July 25, 1986 ("Lease") between the LaSalle National Bank, Trustee under Trust Agreement dated June 15, 1981, and known as Trust No. 104096 as lessor ("Lessor") and Mortgagor as lessee.

NOW, THEREFORE, in order to secure the payment of the principal and interest and any other sums that may now or hereafter become owing from Mortgagor to Mortgagee hereunder, under the Notes and under the Loan Documents, as well as the performance of all other covenants, provisions, agreements and obligations contained herein and in the Notes and in the Loan Documents (whether or not the Mortgagor is personally liable for such payment, performance and observance), and in consideration of Ten and No/100 (\$10.00) Dollars and in consideration of the recitals stated hereinabove which by this reference are incorporated herein as representations of Mortgagor as if set forth at length, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, warrants, bargains, sells, assigns, releases, allens, transfers, remises, conveys and mortgages to Mortgagee, its successors and assigns forever a continuing security interest in and to all of the following rights, interests, claims and property (collectively "Premises"):

(a) all the leasehold estate, including any extensions thereof (except the last day of the demised term or the last day of the extended term as the case may be), and all of the right, title and interest of the Mortgagor as lessee in, to and under the Lease demising the real property described therein and located in the building commonly known as 25 East Washington Street, in the City of Chicago, County of Cook, State of Illinois as legally

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described on Exhibit A attached hereto and made a part hereof (the "Leased Premises") including, without limitation, all rights to the return of any security deposits, any option to renew the Lease, any compensation payable to Mortgagor as compensation in lieu of such right to renew and any covenant of Lessor to repair, maintain or replace the Leasehold Premises;

(b) all right, title and interest of the Mortgagor in and to all tangible personal property, fixtures, furniture and equipment of any nature whatsoever owned by the Mortgagor and now or at any time hereafter located in, on or at the Leased Premises or used or useful in connection therewith;

(c) all goodwill, trademarks, trade names, option rights, books and records, and general intangibles of the Mortgagor relating to the Leased Premises, and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made relating to the Leased Premises;

(d) all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Leased Premises and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Leased Premises, including, without limitation, awards and compensation for severance damages;

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois or other jurisdiction in which the Premises are located (which rights and benefits are hereby expressly released and waived), subject however to the terms and conditions herein.

Provided, however, that if and when Mortgagor has paid any and all amounts required hereunder and under the Notes and under the Loan Documents (the "Indebtedness Hereby Secured"), and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein, in the Notes, and in the Loan Documents then this Mortgage and the estate, right and interest of the Mortgagee in and to the Premises shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect. Mortgagee shall be entitled to charge Mortgagor a reasonable fee in connection with such release.

To protect the security of this Mortgage, the Mortgagor further covenants and agrees as follows:

1. Mortgagor shall pay promptly when due each and every installment of the principal and interest and any other sums required to be paid (including fees and charges), if any, in the Notes at the times and in the manner provided therein, in this Mortgage, or in the Loan Documents and shall pay the Indebtedness Hereby Secured, as same becomes due, and shall

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duly perform and observe all of the covenants, agreements and provisions contained herein, in the Notes, and in the Loan Documents. All sums payable by Mortgagor shall be paid without notice, counterclaim, offset, deduction or defense. Mortgagor hereby waives all rights now or hereafter conferred by statute or otherwise to any such notice, counterclaim, offset deduction or defense.

2. Mortgagor agrees: (a) not to abandon the Leased Premises; (b) to keep the Leased Premises in good, safe and insurable condition and repair (except that Mortgagor shall not be obligated to repair any damage where an insured casualty loss has occurred and there are sufficient insurance proceeds to perform such repairs but Mortgagee has made an election to apply such proceeds to a reduction of the Indebtedness Hereby Secured) and not to commit or suffer waste; (c) to refrain from impairing or diminishing the value of the Premises or this Mortgage; (d) to pay when due any Indebtedness which may be secured by a lien on the Premises, whether said lien is superior or inferior to the lien of this Mortgage.

3. Mortgagor agrees:

(a) to maintain in force at all times prior to the release of this Mortgage Insurance on the Leased Premises in such amounts as is satisfactory to Mortgagee but in no event less than the amounts required under the Lease or the Loan Agreement and in no event less than the amount required to prevent Mortgagee from becoming a co-insurer within the terms of the applicable policies.

(b) that such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss-payable endorsement as required by the Loan Agreement and with standard non-contribution clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and certified copies of the policies evidencing the same shall be kept constantly deposited with Mortgagee. All said policies shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with Mortgagee. In case of loss, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Indebtedness Hereby Secured, whether due or not then due, or, at Mortgagee's option, to allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the improvements.

(c) that Mortgagor shall notify Mortgagee, in writing, of any loss to the Premises covered by such insurance and Mortgagor hereby directs each insurance company to make payment for such loss directly to Mortgagee as its interest may appear; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in constructive trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagee.

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4. Mortgagor agrees that it will comply with all restrictions affecting the Premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the Premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.

5. Mortgagor hereby represents, covenants and warrants:

(a) that the terms and provisions of the Lease are in full force and effect and unmodified.

(b) that all rents (including additional rents and other charges) reserved in the Lease have been paid to the extent they were payable prior the date hereof and that no such rent has been paid or shall be paid more than 30 days in advance of the date in which they become due under the Lease.

(c) that Mortgagor shall defend the leasehold estate created under the Lease for the entire remainder of the term set forth therein and all extensions and renewals thereof, against all and every person or persons lawfully claiming, or who may claim the same or any part thereof, subject to the payment of the rents in said Lease reserved and subject to the performance and observance of all of the terms, covenants, conditions and warranties thereof.

(d) that there is no existing default under the provisions of the said Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of the lessee to be observed and performed and that Mortgagor has no actual or constructive knowledge of any circumstances which upon the occurrence of any event or with the passage of time would create such a default under the Lease.

6. Mortgagor shall pay or cause to be paid all rents, additional rents, taxes, assessments, water rates, sewer rents, and other charges and impositions mentioned in and made payable by said Lease, for which provision has not been made hereinbefore, when and as often as the same shall become due and payable, and will cause the Lessor to pay when due any portion of said taxes, assessments, rates, charges and impositions to be borne by the Lessor that might become liens on or against the Premises and Mortgagor will in every case take, or cause to be taken, a proper receipt for any such item so paid and will within ten (10) days after the time when such payment shall be due and payable deliver, or cause to be delivered to the Mortgagee, the original receipts for any such payments.

7. Mortgagor further covenants and agrees with respect to the Lease:

(a) that Mortgagor shall at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions to be kept and performed by the lessee under the Lease and shall in all respects conform to and comply with the terms and

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conditions of the Lease, and shall not do or permit anything which will impair or tend to impair the security of this Mortgage or will be grounds for declaring a default or termination or a forfeiture of the Lease;

(b) that Mortgagor shall not modify, extend or in any way alter the terms of said Lease or cancel or surrender said Lease, or waive, execute, condone or in any way release or discharge the Lessor of or from the obligations, covenants, conditions and agreements by the Lessor to be done and performed; and Mortgagor does by these presents expressly release, relinquish and surrender unto the Mortgagee all of its right, power and authority to cancel, surrender, amend, modify or alter in any way the terms and provisions of the Lease;

(c) that Mortgagor shall give the Mortgagee immediate notice of any default by Mortgagor under the Lease or of the receipt by it of any notice of default from the Lessor and the Mortgagor shall furnish to the Mortgagee immediately any and all information which it may request concerning the performance by the Mortgagor of the covenants of the Lease, and the Mortgagor shall permit the Mortgagee or its representative at all reasonable times to make investigation or examination concerning the performance by the Mortgagor of the covenants of the Lease; and Mortgagor shall promptly deposit with the Mortgagee an original executed copy of said Lease, an estoppel certificate from the Lessor within 30 days of request by Mortgagee and in such form and content as shall be satisfactory to Mortgagee, as well as any and all documentary evidence received by it showing compliance by the Mortgagor with the provisions of the Lease; Mortgagor shall also deposit with the Mortgagee an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Lease of said Premises which may concern or affect the estate of the Lessor or Mortgagor in or under the Lease;

(d) that in the event of any failure by Mortgagor to perform any covenant under the Lease, Mortgagee shall have the right, but not the obligation, to so perform, it being understood, however, that the performance by Mortgagee on behalf of Mortgagor of such covenant shall not remove or waive, as between Mortgagor and Mortgagee, any Event of Default, and that any amount advanced by Mortgagor or any costs incurred by Mortgagee in connection therewith, shall be paid immediately by Mortgagor to Mortgagee upon demand and with interest thereon at the Default Rate;

(e) that to the extent permitted by law, the price payable by the Mortgagor, or by any other party so entitled, in the exercise of the right of redemption, if any, from sale under order or decree of foreclosure of this Mortgage shall include all Rents paid and other sums advanced by Mortgagee, on behalf of Mortgagor, as lessee under the Lease.

8. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Mortgage:

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(a) The failure of Mortgagor to pay promptly any amount due herein or secured hereby, interest thereon, or any installment of principal thereof or interest thereon as and when same becomes due and payable whether at maturity or by acceleration or otherwise under the Notes, this Mortgage, or the Loan Documents; or

(b) The failure of Mortgagor to perform or observe any covenant, agreement, representation, warranty or other provision contained in the Notes, this Mortgage, the Loan Documents or the Lease after the expiration of any grace period expressly allowed in said Instrument relative to the cure of such default; or

(c) The untruth or material deceptiveness of any representation, covenant or warranty contained in the Notes, this Mortgage, or the Loan Documents; or

(d) In the event Mortgagor is a limited or general partnership, or a joint venture, a change of any constituent general partner or any joint venturer including without limitation the dissolution, insolvency or bankruptcy of the general partner, whether voluntarily, involuntarily or otherwise, or the sale, conveyance, transfer, disposition, charging or encumbrance of any such general partner or joint venture interests, without the prior written consent of Mortgagee; provided, however, that in the event Mortgagor is a limited partnership, the death of a general partner shall not constitute a default if (a) such limited partnership is not dissolved or terminated and (b) within 60 days after the death of such general partner a replacement general partner is chosen who fulfills the following conditions: (i) the replacement general partner has a net worth acceptable to Mortgagee; (ii) Mortgagee is satisfied that the replacement general partner has adequate experience with similar projects; and (iii) the replacement general partner is otherwise acceptable to Mortgagee in Mortgagee's sole discretion; or

(e) If Mortgagor is other than a natural person or persons, without the prior written consent of Mortgagee in each case, (a) the dissolution or termination of existence of Mortgagor, voluntarily or involuntarily, whether by reason of death of a general partner of Mortgagor or otherwise; (b) the amendment or modification in any respect of Mortgagor's articles or agreement of partnership or its corporate resolutions relating to this transaction or its articles of incorporation or bylaws, or (c) the distribution of any of the Mortgagor's capital, except for distributions of the proceeds of the Loan and cash from operations (meaning any cash of the Mortgagor earned from operation of the Premises, but not from a sale or refinancing of the Premises or from borrowing, available after paying all ordinary and necessary current expenses of the Mortgagor, including expenses incurred in the maintenance of the Premises and after establishing reserves to meet current or reasonably expected obligations of the Mortgagor); or

(f) Any other event occurring (including, without limitation, default in order to avoid prepayment penalty or premium) or failing to

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occur which, under this Mortgage, under the Notes, under any of the Loan Documents or under any document or instrument referenced herein or related hereto including, without limitation, the Lease, constitutes a default by Mortgagor or gives Mortgagee the right to accelerate the maturity or any part thereof of the Indebtedness Hereby Secured.

9. Upon the occurrence of an Event of Default, Mortgagee shall have the following remedies:

(a) At any time during the existence of any Event of Default, 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 further notice, all Indebtedness Hereby Secured (which shall include any prepayment premium or penalty provided for in the Notes) to be immediately due and payable, whether or not such Event of Default is thereafter remedied by the Mortgagor with interest thereon at the annual rate ("Default Rate") of 4% in excess of the rate of interest from time to time prevailing under the Notes, and the Mortgagee may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage, the Notes, or the Loan Documents or by law or in equity conferred.

(b) Upon occurrence of any Event of Default, or at any time thereafter, Mortgagee may, at its option, proceed to foreclose the lien of this Mortgage by judicial proceedings in accordance with the laws of the State in which the Premises are located.

(c) No remedy or right of the Mortgagee hereunder or under the Notes, or the Loan Documents or otherwise or available under applicable law or equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee expressed herein shall be in addition to, and not in limitation of, those provided by law, in the Notes or the Loan Documents or any other written agreement or instrument relating to any of the Indebtedness Hereby Secured or any security therefor.

(d) In any suit or proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under the Notes, this Mortgage, the Loan Documents, or in any other proceeding whatsoever in connection therewith, or any proceeding in which Mortgagee is named as a party, there shall be allowed and included, as additional indebtedness, in the judgment resulting therefrom, all expenses paid

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or incurred in connection with such proceeding by or on behalf of Mortgagee including, without limitation, attorneys' fees. All expenses and fees incurred by Mortgagee in the protection of the Premises and the maintenance of the lien of this Mortgage in any litigation in respect of the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate.

(e) In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether or not the entire Indebtedness Hereby Secured becomes immediately due and payable as aforesaid, or whether before or after the institution of proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor, its agents and servants therefrom and may, as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents or assigns.

10. Any notice, consent or approval that Mortgagee or Mortgagor may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address set forth below or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice, consent or approval shall be deemed to have been delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Mortgagee by this Mortgage is not required to be given.

(a) If to Mortgagee

Ingalls Development Foundation  
One Ingalls Drive  
Harvey, Illinois 60426  
Attention: Robert W. Mulcahey, Executive Director

with a copy to:

Elmore & De Michael  
15507 South Cicero Avenue  
Oak Forest, Illinois 60452  
Attention: Elbert F. Elmore, Esq.

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(b) If to Mortgagor

25 E. Washington Surgery Center, Ltd.  
c/o Ingalls Management Services, Inc.  
71 West 156th Street  
Harvey, Illinois 60426  
Attention: Jeffry A. Peters, President

with a copy to:

Winston & Strawn  
Suite 5000  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Kevin J. Egan, Esq.

11. It is specifically agreed that time is of the essence of this Mortgage.

12. This Mortgage shall be construed and enforced according to the laws of the State of Illinois.

13. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included herein.

14. This Mortgage and all provisions hereof shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor, and the word "Mortgagor," when used herein, shall include all such persons and entities and any others liable for the payment of the Indebtedness Hereby Secured or any part thereof, whether or not they have executed the Note or this Mortgage. The word "Mortgagee," when used herein shall include Mortgagee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Notes.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date hereinabove first written.

25 E. WASHINGTON SURGERY CENTER, LTD.,  
an Illinois limited partnership

By: Ingalls Management Services, Inc.

Its: General Partner

By:   
Jeffry A. Peters, President

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STATE OF ILLINOIS )

COOK COUNTY, ILLINOIS  
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COUNTY OF COOK )

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I, Virginia D. Buchman, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jeffry A. Peters, not personally but as President of Ingalls Management Services, Inc., an Illinois corporation, General Partner of 25 E. Washington Surgery Center, Ltd., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as president of such General Partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act on behalf of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of December, 1987.

Virginia D. Buchman (SEAL)  
Notary Public

My Commission expires:

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## LANDLORD'S CONSENT

To that certain Leasehold Mortgage (the "Mortgage") dated as of December 1, 1986 by and between 25 E. Washington Surgery Center, Ltd., an Illinois partnership ("Tenant") and Ingalls Development Foundation, an Illinois not for profit corporation.

Pursuant to Section 20 of that certain Office Lease, dated July 25, 1986, by and between the undersigned, as Landlord ("Landlord"), and Tenant, Landlord hereby acknowledges that it has reviewed an executed copy of the above referenced Mortgage and hereby consents to the recordation of said Mortgage.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated June 15, 1981, and known as Trust No. 104096

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ATTEST:

By: [Signature]

Its: ASSISTANT SECRETARY

Date: 2-9-87

By: [Signature]

Its: ASSISTANT VICE PRESIDENT

Date: 2-9-87

This instrument is executed by LA SALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument. LA SALLE NATIONAL BANK as trustee as aforesaid, and not personally, has executed the foregoing document at the direction of authorized parties for the sole purpose of binding the trust estate under said trust. No personal liability is assumed by or may be asserted hereunder against said Bank personally.

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## EXHIBIT A

### LEGAL DESCRIPTION OF 25 East Washington Street, Chicago, Illinois

Lots 1, 2 and 3 in Block 14, in Fort Dearborn Addition to Chicago, in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

P.I.N. 17.10.31 <sup>E. B.O.</sup> 1009.0000 *all On*

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This instrument prepared by  
(and upon recording, return to):

RICHARD W PEARSE, ESQ  
WINSTON & STRAWN  
ONE FIRST NATIONAL PLAZA  
CHICAGO, IL 60603  
(312) 558-5953

BOX 333 2-<sup>(B)</sup>

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