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AGREEMENT FOR ASSIGNMENT AND ASSUMPTION  
OF MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS

Agreement made this 24 day of February, 1987 by, among and between FIRSTMARK CREDIT CORPORAION, an Indiana corporation, ("Firstmark"), FIRST AMERICAN BANK, an Illinois banking corporation, as Trustee under Trust Agreement dated December 31, 1986 and known as Trust No. 8687 ("First American") and GLENVIEW STATE BANK, an Illinois corporation, as Trustee under Trust Agreement dated May 21, 1984 and known as Trust No. 3240 ("Glenview").

W I T N E S S E T H:

WHEREAS, Glenview is indebted to Firstmark under a Mortgage, Security Agreement and Assignments of Rent dated December 14, 1984 and recorded December 14, 1984 as Document No. 27373306 and filed as Document No. LR3410357, made by Glenview as mortgagor to Firstmark as mortgagee ("Mortgage Documents," a copy of which is attached hereto as Exhibit A and incorporated herein) and a Promissory Note of even date therewith ("Note," a copy of which is attached hereto as Exhibit B and incorporated herein); and

WHEREAS, Glenview has sold and conveyed to First American all of the real property described in the Mortgage Documents mortgage (the legal description of which is attached hereto as Exhibit C and incorporated herein), and both Glenview and First American have requested Firstmark to enter into this agreement; and

BOX 333

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12/11/1974

OFFICE OF THE CLERK OF THE COURT  
JUDICIAL BRANCH  
STATE OF ILLINOIS

IN RE: [Illegible Name]  
[Illegible text]

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WHEREAS, in consideration of the execution of this agreement by Firstmark, First American is willing to assume the payment of the mortgage indebtedness due and owing from Glenview to Firstmark, such assumption having been agreed to by and between Glenview and First American as partial consideration for the conveyance as aforesaid of the mortgaged premises by Glenview to First American; and

WHEREAS, Glenview and First American represent to Firstmark that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Firstmark and that the lien of the aforesaid mortgage held by Firstmark is a valid first and subsisting lien on said real property;

NOW, THEREFORE in consideration of the premises and of the mutual agreements herein and upon the condition that the lien of the aforesaid mortgage held by Firstmark is a valid first and subsisting lien on said real property and that the execution of this agreement will not impair a lien of said mortgage, the parties hereto agree as follows:

1. First American agrees to pay installments on said Note as they become due in the manner and amount therein stipulated and hereby adopts and agrees to be bound by all of the covenants agreements, obligations and provisions of said Note and any and all amendments thereto pertaining to the mortgagor therein as though said note had originally been executed by First American.

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American. 5 4 1 1 1 7 8

1. First American agrees to pay installments on said Note as they become due in the manner and amount therein stipulated and hereby adopts and agrees to be bound by all of the covenants, obligations, and provisions of said Note and any and all amendments thereto pertaining to the mortgagor therein as though said note had originally been executed by First

NOW, THEREFORE in consideration of the premises and of the mutual agreements herein and upon the condition that the lien of the aforesaid mortgage held by Firstmark is a valid first and subsisting lien on said real property and that the execution of this agreement will not impair a lien of said mortgage, the parties hereto agree as follows:

WHEREAS Glenview and First American represent to Firstmark that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Firstmark and that the lien of the aforesaid mortgage held by Firstmark is a valid first and subsisting lien on said real property;

WHEREAS, in consideration of the execution of this agreement by Firstmark, First American is willing to assume the payment of the mortgage indebtedness due and owing from Glenview to Firstmark, such assumption having been agreed to by and between Glenview and First American as partial consideration for the conveyance as aforesaid of the mortgaged premises by Glenview to First American; and

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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2. Firstmark Credit Corporation consents to the assignment by Glenview and acknowledges the assumption of the obligations of the Mortgage Documents by First American Bank as Successor Mortgagor, and agrees to release Glenview from all liability under the Mortgage Documents and Note and hereby agrees that any action taken to enforce the collection of the obligations evidenced by said Note shall be directed solely to First American.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first above written.

FIRSTMARK CREDIT CORPORATION,  
an Indiana corporation

By: [Signature]

This instrument is executed by the First American Bank, not individually but solely as Trustee, as aforesaid. As the covenants and conditions to be performed hereunder by the First American Bank are undertaken by it solely as Trustee, as aforesaid and not individually, no personal or individual liability shall be asserted or be enforceable against the First American Bank by reason of any of the covenants, statements, representations or warranties, express or implied herein contained in this instrument.

FIRST AMERICAN BANK, an Illinois banking corporation, as Trustee under Trust Agreement dated December 31, 1986 and known as Trust No. 8687 AND NOT PERSONALLY

By: [Signature]

Attest:

[Signature]

This document is a report for Glenview State Bank and is not individually but solely as Trustee under Trust Agreement dated May 21, 1984 and known as Trust No. 3240 AND NOT PERSONALLY

GLENVIEW STATE BANK, an Illinois corporation, as Trustee under Trust Agreement dated May 21, 1984 and known as Trust No. 3240 AND NOT PERSONALLY

By: [Signature]

Attest:

[Signature]  
ASST. TRUST OFFICER

Return to:  
This document was prepared by John D. Maloney,  
Vedder, Price, Kaufman & Kenholz, 115 S. LaSalle  
St., Suite 3000, Chicago, IL 60603

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Cook, State of Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Property of Cook County Clerk's Office

NOTARIAL PUBLIC

WITNESSES

\_\_\_\_\_

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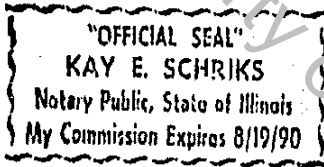
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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, Kay E. Schriks, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that A. P. Van Dine Jr. appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 24th day of February, 1987.



Kay E. Schriks  
Notary Public

My Commission expires: 8/19/90

Property of Cook County Clerk's Office

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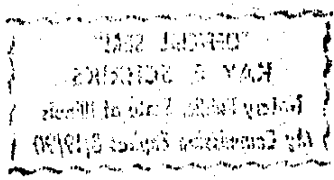
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STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900  
REPORT OF THE  
COMMISSIONERS OF THE  
LAND OFFICE  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 11, 1899

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# UNOFFICIAL COPY

8 7 1 1 1 4 5 7

STATE OF ILLINOIS )  
                           ) SS.  
COUNTY OF COOK    )

I, THE UNDERSIGNED, a Notary Public, in and for  
said County, in the State aforesaid, do hereby certify that  
KENNETH H. COOKE, personally known to me to be the  
VICE PRESIDENT of Glenview State Bank and ALICE HANSEN,  
personally known to me to be an ASST. TRUST OFFICER of said  
corporation, and who subscribed to me the foregoing instrument,  
appeared before me this day in person and severally acknowledged  
that they signed and delivered the said instrument as VICE PRESIDENT  
and ASST. TRUST OFFICER of said corporation, and caused the  
corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 24TH day of  
FEBRUARY, 1987.

Arda Akmakjian  
Notary Public

My Commission expires: \_\_\_\_\_

" OFFICIAL SEAL "  
ARDA AKMAKJIAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/28/90

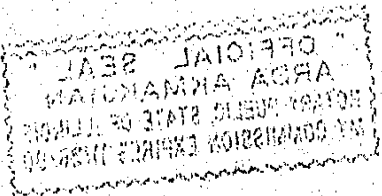
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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

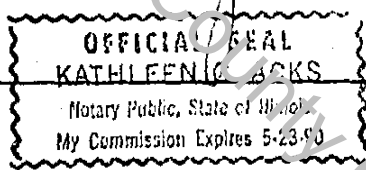
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jo Buchstrom, personally known to me to be the Vice President of First American Bank and Nancy Vogel, personally known to me to be an Asst. Vice President of said corporation, and who subscribed to me the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Asst. Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 24th day of February, 1987.

CLERK OF COOK COUNTY

Kathleen C. Adams  
Notary Public

My Commission expires:



Clerk's Office

87111457

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PROPERTY OF STATE

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PROPERTY OF STATE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, this 20th day of January, 1900.

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**UNOFFICIAL COPY**  
MORTGAGE SECURITY AGREEMENT  
AND  
ASSIGNMENT OF RENTS

This Mortgage is made the 14th day of December, 1984, by Glenview State Bank, an Illinois banking corporation, as trustee under trust agreement dated May 21, 1984 and known as trust number 3240, whose address is set forth below, as Mortgagor, and Firstmark Credit Corporation, an Indiana corporation, whose address is set forth below, as Mortgagee.

Article 1  
DEFINITIONS

1.1 Definitions.

As used herein, the following terms shall have the following meanings:

(a) Mortgagee's Address:

110 East Washington Street  
Indianapolis, Indiana 46204

(b) Mortgagor's Address:

800 Waukegan Road  
Glenview, Illinois 60025

(c) Note: The Promissory Note of even date from Mortgagor to Mortgagee, in the principal amount of \$7,100,000.00, with interest on the unpaid balance as therein provided.

(d) Assignment: The assignment, contained in this Mortgage, from Mortgagor to Mortgagee, of all of Mortgagor's right, title and interest in and to the Leases and the Rents.

(e) Awards: All awards and payments made or hereafter to be made by any Municipal, State or Federal authorities or Boards to Mortgagor, including any awards and payments for any taking of all or a portion of the Mortgaged Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, or for any change or changes of grade of streets affecting the same.

This instrument prepared by  
Nisenbaum & Ledgerwood  
Morris Plan Building Fifth Floor  
Indianapolis, Indiana 46204  
Attn: Jeffrey M. Miller

We certify that this is a true, correct, and accurate copy of the original unrecorded instrument.

CHICAGO TITLE AND TRUST COMPANY

BY [Signature]

87111457





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COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1913.

CLERK

1913

Attest my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1913.

CLERK

1913

CLERK

1913

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1913.

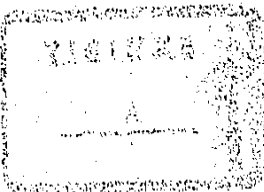
Attest my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1913.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1913.

CLERK

Attest my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1913.

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(f) Mortgagee: Firstmark Credit Corporation, and its successors and assigns and the holders, from time to time, of the Note.

(g) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.

(h) Event(s) of Default: The happenings and occurrences described in Article 4 of this Mortgage.

(i) Fixtures: All fixtures located upon or within the Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Buildings whether or not permanently affixed to the land.

(j) Mortgagor: The person, persons or entity named as such in the preamble of this Mortgage and, as the case may be; his, their or its heirs, administrators, executors, successors and assigns and his, their or its successors in interest in and to the Mortgaged Property.

(k) Impositions: All (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Security Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties, and (iii) any sums due, now or in the future, from Mortgagor to the holder, or holders of any Permitted Encumbrances.

(l) Indebtedness: The principal of and interest on and all other amounts, payments and premiums due under the Note and all other indebtedness of Mortgagor to Mortgagee now existing or hereafter arising, including, without limitation, all future advances from Mortgagee to, or on behalf of Mortgagor, but in no event more than \$3,000,000.00.

(m) Land: The real estate described in Schedule A hereto.

(n) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or

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Section 10-10-10. (a) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

(b) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the debts of the decedent or testator.

(c) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the administration of the estate of the decedent or testator.

(d) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

(e) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

(f) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

(g) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

(h) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

(i) The court may, in its discretion, order the sale of any real property owned by a decedent or testator if the proceeds of such sale are necessary for the payment of the expenses of the support and maintenance of the surviving spouse or dependent children of the decedent or testator.

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hereafter in force, or) or priority, covering or affecting the Mortgage Property or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder. 111457

(o) Mortgaged Property: The Land and the Buildings and the Fixtures and the Personalty together with:

(i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in anywise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity in and to the Land and the Buildings and the Fixtures and the Personalty.

(p) Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor or others to or due to Mortgagee under and/or as set forth in the Note and/or the Security Documents.

(q) Permitted Encumbrances: The Leases and the encumbrances described, with particularity, in Schedule B attached hereto, if any.

(r) Personalty: All furniture, furnishings, equipment, machinery and all other personal property (other than the Fixtures) now or hereafter located in, upon or about the Land and the Buildings, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof.

(s) Rents: All of the rents, revenues, income, room rental charges, profits, deposits, tenders and other benefits payable under the Leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.

(t) Security Agreement: The Security Agreement, of even date, wherein and whereby Mortgagor grants a security interest in the Personalty and the Fixtures to Mortgagee.

(u) Security Documents: This Mortgage, the Assignment, the Security Agreement and any and all other

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documents now or hereafter including the payment of the indebtedness, the observance and performance of the Obligations, or pertaining to the loan secured hereby, including that separate written agreement between Mortgagor's beneficiary and Mortgagee dated April 16, 1984, as from time to time amended.

Article 2  
GRANT

2.1 Grant. To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto Mortgagee, with power of sale and right of entry and possession, the Mortgaged Property, subject, however, to the Permitted Encumbrances, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever.

2.2 Condition of Grant. The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estates and rights granted by them shall be void, otherwise to remain in full force and effect.

Article 3  
COVENANTS

Until the entire Indebtedness is paid in full, Mortgagor hereby covenants and agrees as follows:

3.1 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

3.2 Payment of Impositions. Mortgagor will duly pay and discharge, or cause to be paid and discharged, the impositions, such impositions or installments thereof to be paid not later

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than the day before any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof; provided, however, and if, by law or agreement, any imposition may be paid in installments, Mortgagor may pay the same in such installments.

3.3 Repair. Mortgagor will keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof and additions and betterments and improvements thereto, and will use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property, and Mortgagor will obtain the written consent of Mortgagee prior to (a) making any alterations or additions to the Mortgaged Property which would materially diminish the value thereof, or (b) removing any of the Buildings.

3.4 Insurance. Mortgagor will maintain insurance upon the Mortgaged Property against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in the locality where the Mortgaged Property is situated and such other risks as may be specified by Mortgagee, from time to time, in amounts and with insurers acceptable to Mortgagee.

3.5 Restoration Following Casualty. In the event of the happening of any casualty, of any kind or nature (whether insured against or not), resulting in damage to or destruction of the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee, and Mortgagor will promptly restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value and condition immediately prior to such damage or destruction.

3.6 Performance of Leases and Other Agreements. Mortgagor will duly and punctually perform all covenants and agreements expressed as binding upon it under the Leases and other agreements to which it is a party with respect to the Mortgaged Property or any part thereof.

3.7 Inspection. Mortgagor will permit Mortgagee, at all reasonable times, to inspect the Mortgaged Property.

3.8 Hold Harmless. Mortgagor will defend and hold Mortgagee harmless from any action, proceeding or claim affecting the Mortgaged Property, or the value of the Note or the Security Documents.

3.9 Books and Records. Mortgagor will maintain full and complete books of account and other records reflecting the

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COOK COUNTY

result of its operations (in conjunction with its other operations) as well as its operations of the Mortgaged Property), in accordance with generally accepted accounting principals, and furnish and cause to be furnished to Mortgagee such financial data in accordance with the Security Documents, and Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit Mortgagor's books of account and records. Mortgagor shall furnish Mortgagee with a financial statement, including a profit and loss statement and balance sheet, prepared in conformity with generally accepted accounting principals consistently applied on Mortgagor's financial affairs within 90 days after the end of each fiscal year of Mortgagor.

3.10 Leases and Rents. Mortgagor hereby agrees that the respective tenants under the Leases, upon notice from Mortgagee of the occurrence of an Event of Default, shall thereafter pay to Mortgagee the Rents due and to become due under the Leases without any obligation to determine whether or not such an Event of Default does in fact exist. Until the occurrence of an Event of Default, Mortgagor shall be entitled to collect the Rents as and when they become due and payable, but never more than two months in advance.

3.11 Awards. Mortgagor will file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, if it so desires, to file such claim and collect any Awards and agrees that the proceeds of any Awards will be applied by Mortgagee in reduction of any portion of the indebtedness as Mortgagee may determine.

Article 4  
EVENTS OF DEFAULT

The term "Event(s) of Default", as used in the Security Documents and in the Note, shall mean the occurrence or happening, from time to time, of any one or more of the following:

4.1 Payment of Indebtedness. If Mortgagor shall fail to make due and punctual payment of all or any portion of any installment of the Indebtedness on the due date thereof or if default occurs under any provision of the Note.

4.2 Performance of Obligations. If Mortgagor shall default in the due observance or performance of any of the Obligations other than payment of money.

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Third block of faint, illegible text, appearing to be a list or detailed notes.

Fourth block of faint, illegible text, possibly a signature or a specific section header.

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ATTENTION

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Mortgagor, or any of its general partners, shall commit an act of bankruptcy within the meaning of the Federal Bankruptcy Act, or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Mortgagor with respect to all or any part of Mortgagor's property under the Federal Bankruptcy Act or other law of the United States or any state or other competent jurisdiction.

4.4 Alienation of Mortgaged Property. If Mortgagor shall sell or attempt to sell or otherwise alienate all or part of the Mortgaged Property or grant a mortgage, trust deed or other encumbrance thereon, whether senior or inferior to the lien hereof, without the prior written consent of Mortgagee.

Article 5  
DEFAULT AND FORECLOSURE

5.1 Remedies. If an Event of Default shall occur, Mortgagee may, at its option, by or through agents or otherwise, exercise one or more or all of the following remedies:

5.1.1 Acceleration. Declare the unpaid portion of the indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

5.1.2 Receiver. Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property, and of the Rents and Leases; and such appointment shall be made by the court as a matter of strict right to Mortgagee and without reference to the adequacy or inadequacy of the security or value of the Mortgaged Property, or to the solvency of Mortgagor, and the Rents shall be applied by the receiver to the payment of the indebtedness, as provided in Section 5.4 hereof, or as otherwise ordered by the court.

5.1.3 Foreclosure and Private Sale. Sell the Mortgaged Property, in whole or in part, (a) under the judgment or decree of a court of competent jurisdiction, or (b) at public auction (if permitted by the laws of the jurisdiction in which the Mortgaged Property is situated) in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by laws; and/or sell the Personalty and/or the Fixtures, in whole or in part, at one or more public or private sales, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

STATE OF ILLINOIS

IN SENATE, January 10, 19\_\_\_\_.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 19\_\_\_\_.

Property of Cook County Clerk's Office

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5.2 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note and in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

5.3 Waiver of Redemption, Notice, Marshalling, Etc. Mortgagor hereby waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents, and (c) any right to have the Mortgaged Property marshalled.

5.4 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:

(a) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, leasing, repairing, improving and selling the same, including without limitation payment of legal expenses and fees of a receiver;

(b) second, to the payment of accrued and unpaid interest on the Note; and

(c) third, to the payment of the balance of the Indebtedness.

The balance, if any, shall be paid to the parties entitled to receive it.



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Article 6  
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6.1 Security Agreement. Mortgagor hereby grants, transfers and assigns to Mortgagee a security interest under the Uniform Commercial Code as adopted by the state in which the Personalty and Fixtures are located, in the Personalty and Fixtures, and Mortgagee shall have all rights with respect thereto afforded to Mortgagee by the Security Documents.

6.2 Assignment of Awards. Mortgagor hereby assigns, transfers and sets over to Mortgagee all rights of Mortgagor to the Awards.

6.3 Assignment of Leases. As additional security for the payment of the principal and interest of the Indebtedness according to the terms of the Note, and all other amounts payable by Mortgagor to Mortgagee under this Mortgage, and the performance of the covenants and conditions contained herein and in any other instrument securing the Indebtedness, Mortgagor does hereby assign, mortgage and warrant to Mortgagee, its successors and assigns, all rents, income and profits of the Mortgaged Property and all present and future Leases pertaining thereto, and all extensions and renewals thereof, and all guarantees of the tenants' obligations thereunder, together with the right in Mortgagee to take possession of the Mortgaged Property and every part thereof, and to collect the rents and profits and to apply the same, as hereinafter provided.

(a) No Lease covering any portion of the Mortgaged Property shall be altered, modified, renewed, extended, or terminated without the prior written consent of Mortgagee. Mortgagor will not, without the prior written consent of Mortgagee, consent to or approve any act or omission of any tenant for which consent of Mortgagor is required or permitted under the tenant's lease, nor accept any prepaid rent under any Lease for a period greater than the regularly recurring rental period stipulated in such Lease, nor apply any security deposit upon any amount payable under any Lease.

(b) Mortgagor shall perform all of the obligations of the lessor under all leases in accordance with the terms and provisions thereof. Mortgagee shall have no obligation, responsibility or liability with respect to the Mortgaged Property or the operation thereof or with respect to any obligation or liability of the lessor under any lease assigned hereby, and shall have no obligation to account for any security deposit unless the same has been actually deposited with Mortgagee.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

In witness whereof, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

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(c) Mortgagor shall, from time to time, at the request of Mortgagee, cause each lessee on the premises or any portion thereof to furnish to Mortgagee a written certificate in form satisfactory to Mortgagee with respect to (i) the status of the lessee's lease, the leased premises and the lessee's occupancy thereof and the payment of rental or other amounts payable thereunder; (ii) the existence of defaults, setoffs or counterclaims and (iii) such other matters as shall reasonably be requested by Mortgagee and each Lease of the premises shall contain a provision obligating the lessee so to do.

(d) Mortgagor shall deliver to Mortgagee within ten (10) days after written request from Mortgagee a statement in writing setting forth the names of the tenants of the Mortgaged Property, the expiration dates of the Leases, and the amounts of rents thereunder, and together therewith shall furnish to Mortgagee copies of all such Leases. Mortgagor shall forthwith forward to Mortgagee a copy of any notice received from any tenant. Mortgagor shall, upon request, execute and deliver to Mortgagee such other and further documents as may be appropriate to confirm the assignment of rents, profits, and Leases made hereby.

(e) Mortgagor shall deliver to Mortgagee, without expense to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, an audit of all receipts and disbursements in connection with the Mortgaged Property and the operation thereof during the fiscal year showing minimum and percentage rent received from each tenant, and balance sheets and profit and loss statements for Mortgagor, all prepared by a certified public accountant, and, upon request of Mortgagee, the statements of sales and receipts submitted or furnished by such tenants during said fiscal year in accordance with their respective Leases.

(f) Mortgagor shall deliver to Mortgagee, without expense to Mortgagee, such interim balance sheets and profit and loss statements as may be requested by Mortgagee.

(g) Upon any default in the payment of principal or interest of the indebtedness or in the payment of any other sums provided in this Mortgage or in the performance of the Obligations, Mortgagee may, pursuant to the assignment herein contained, and in addition to exercising any and all other rights and remedies provided by this Mortgage or by law including the appointment of a receiver, with or without foreclosure or entry upon the premises, demand, collect, sue for, receive, compromise, and compound all

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thereafter become or owing from the tenants, occupiers, lessees or assignees of any leases of the premises and Mortgagor hereby authorizes and directs the tenants, occupiers, lessees or assignees of any leases of the Mortgaged Property to make payment to Mortgagee of rent and any other sums then due and to become due under the Leases upon receipt of written demand therefor by Mortgagee, without liability for the determination of Mortgagee's right thereto. In such event, Mortgagee shall have the power, either directly or through a rental agent selected by Mortgagee, to operate, maintain and repair the Mortgaged Property; and to rent or lease the same for any period of time and to pay taxes, insurance premiums and all expenses of said premises, and to amend any Lease and to exercise any and all rights of Mortgagor with respect to any Lease; and out of the rents and income thus received, after the payment of all costs and expenses of Mortgagee, to retain all sums then or thereafter due hereunder, and also a commission of six percent (6%) upon all such rents and income thus collected as compensation for its services in making such collections. The rights and powers of Mortgagee hereunder shall continue and remain in full force and effect until all amounts secured hereby, including any deficiency resulting from foreclosure sale, are paid in full, and shall continue after commencement of foreclosure and after foreclosure sale and until expiration of the equity of redemption, notwithstanding sale of the premises to a purchaser other than Mortgagee. Mortgagee shall not be liable to Mortgagor or any one claiming under or through Mortgagor by reason of anything done or left undone by Mortgagee hereunder, except for damage resulting from willful misconduct of Mortgagee.

(h) Mortgagor covenants and warrants to Mortgagee that Mortgagor has not executed any prior assignment of said leases or the rental therefrom, and that Mortgagor will not execute any further assignment of said Leases except to the Mortgagee or the holder of this Mortgage until such time as all the indebtedness secured hereby is fully paid and satisfied.

6.4 Information. Mortgagor represents and warrants that all information, reports, papers and data given to Mortgagee with respect to Mortgagor or others obligated under the terms of the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagor a true and accurate knowledge of the subject matter thereof.

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6.5 Further Instruments. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto.

6.6 Recording and Filing. Mortgagor, at its expense, will cause the Security Documents and all supplements thereto at all times to be recorded and filed and re-recorded and re-filed in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

6.7 Notice. All notices, demands, requests and other communications required under the Security Documents and the Note shall be in writing and shall be deemed to have been properly given if sent by U. S. certified mail, postage prepaid, addressed to the party for whom it is intended at the Mortgagor's Address or the Mortgagee's Address, as the case may be. Any party may designate a change of address by written notice to the others, given at least 10 days before such change of address is to become effective.

6.8 Mortgagee's Right to Perform the Obligations. If Mortgagor fails to make any payment or perform any act required by the Note or the Security Documents, Mortgagee, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Mortgagee and all costs incurred in connection therewith, together with interest thereon at the rate of 17% simple interest per annum from the date of payment, shall constitute part of the indebtedness and shall be paid by Mortgagor to Mortgagee on demand.

6.9 Covenants Running with the Land. All covenants contained in the Security Documents shall run with the Mortgaged Property.

6.10 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

6.11 Business Loan. The proceeds of the loan secured hereby will be used for business purposes specified in Ill. Rev. Stat. ch. 1756404(c), and constitutes a business loan within the purview of said statute.

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6-12 Modification of the Security Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

SEE RIDER ATTACHED HEREIN TO THIS INSTRUMENT FOR COOPERATION CLAUSE WHICH IS MADE A PART HEREOF.

THIS MORTGAGE is executed by Glenview State 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 Glenview State Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Glenview State 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 by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Glenview State 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 there by the enforcement of the lien hereby created, in the manner herein set in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and accepted by its Assistant Trust Officer, the day and year first above written.



GLENVIEW STATE BANK  
As Trustee as aforesaid and not persona

By: [Signature]  
Vice President

ATTEST: [Signature]  
Assistant Trust Officer

STATE OF ILLINOIS }  
County of Cook }

THE UNDERSIGNED

I, Kenneth H. Cooke,  
a single, Public, in and for said County, in the State aforesaid. Do hereby certify, that

Alice Hansen  
Vice President of the GLENVIEW STATE BANK, and  
[Signature] Assistant Secretary

of said Bank, who are personally known to me to be the same persons above named, 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 she as full owner of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her 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 14th

day of October, A. D. 1988

My Commission Expires July 22, 1988

[Signature]  
Notary Public

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SCHEDULE A  
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PARCEL 1: (LEASEHOLD)

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LOT 1 IN BRIESACK'S SUBDIVISION OF THE NORTH 1/2 OF THE BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: (LAND) (FEE)

LOT 4, (EXCEPT THE PART CONVEYED TO ALEXANDER SMITH, BY WARRANTY DEED RECORDED AS DOCUMENT 7079724, IN BOOK 1123 "A" PAGE 203, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, ON THE WEST LINE OF A 10 FOOT PUBLIC ALLEY; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 61 FEET 5 INCHES; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE SAID 10 FOOT PUBLIC ALLEY, 11 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE SAID LOT, 6 FEET 5 INCHES; THENCE NORTH 16 FEET 2 3/8 INCHES TO A POINT ON THE NORTH LINE OF SAID LOT; THENCE EAST ALONG THE SAID NORTH LINE 28 FEET 2 INCHES; THENCE SOUTH ALONG THE WEST LINE OF A 17 FOOT ALLEY 8 FEET; THENCE EAST ALONG THE SOUTH LINE OF A 16 FOOT ALLEY 27 FEET 1 7/8 INCHES; THENCE SOUTH ALONG THE WEST LINE OF THE 10 FOOT ALLEY AFORESAID, 19 FEET 2 1/8 INCHES; TO THE POINT OF BEGINNING) IN COLLIN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONER'S OF THE ILLINOIS AND MICHIGAN CANAL, IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (TORRENS) (FEE)

THAT PART OF LOT 4 IN COLLIN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 ON THE WEST LINE OF A 10 FOOT ALLEY, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 61 FEET, 5 INCHES; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID 10 FOOT ALLEY, 11 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, 6 FEET, 5 INCHES; THENCE NORTH 16 FEET, 2 AND 3/8 INCHES, TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE EAST ALONG SAID NORTH LINE 28 FEET, 2 INCHES; THENCE SOUTH ALONG THE WEST LINE EXTENDED OF A 17 FOOT ALLEY, EXTENDED SOUTH 8 FEET; THENCE EAST ALONG THE SOUTH LINE EXTENDED OF A 16 FOOT ALLEY, 27 FEET 1 AND 7/8 INCHES; THENCE SOUTH ALONG THE WEST LINE OF THE 10 FOOT ALLEY AFORESAID, 19 FEET, 2 AND 1/8 INCHES TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

(1900) (1900) 10 10 100

THE COURT HEREBY certifies that the foregoing is a true and correct copy of the original as the same appears from the records of the Court.

(1900) (1900) 10 10 100

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

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SCHEDULE B

## LEASES:

<u>Lease Date</u>	<u>Tenant</u>
10/10/84	Eugene Brodsky d/b/a Ada's Rush Street Deli
11/1/84	Lojim Ribs Partners, Ltd.
11/1/84	Lojim Ribs Partners, Ltd.
11/15/84	Paula Slade & Associates
11/1/84	Today Realty

## Permitted Encumbrances:

1. As to Parcel 1 only, Land Lease Agreement, dated December 1, 1984, between The Cosmopolitan National Bank and Mortgagor.
2. Party Wall Agreement - Document 26324331 and LR 3270935.
3. Party Wall Agreement - Document 2019749.
4. Party Wall Agreement - Document 2064933.

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\$2,100,000.00

PROCESSED  
7-24-10-25-17  
FEDERAL RESERVE BANK

December 14, 1984

For value received, the undersigned promises to pay to the order of Firstmark Credit Corporation, its office at 110 East Washington Street, Indianapolis, Indiana, in lawful money of the United States of America, the principal sum of Two Million One Hundred Thousand and no/100 dollars (\$2,100,000.00), with interest thereon from the date hereof, until paid in full, at the rate of 14.25 percent per annum, payable in one installment of \$14,962.50 due on January 15, 1985, followed by 59 equal consecutive monthly installments of \$26,196.10 each, due on the same day of each month thereafter, followed by one installment, due on the date 60 months after the date hereof in an amount equal to the sum of all unpaid principal and interest hereunder.

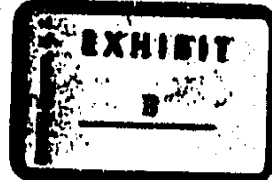
If any installment or part thereof is not paid within ten days of its due date, a late charge of 5 percent of each installment or part thereof shall be due and payable to the holder at that time and an additional late charge of a like amount shall be due and payable each 30 days thereafter until such delinquent installment is paid in full.

Every payment hereon shall be applied first to the interest then accrued and unpaid, then to the unpaid principal sum, and the remainder to the prepayment fee, if applicable. Interest payable hereunder shall be computed on the actual unpaid balance or balances of the principal sum on the basis of the actual number of days elapsed, and for the purpose of such computation, a month shall be any period of 30 consecutive days and a year shall be any period of 360 consecutive days.

The undersigned shall have the right to prepay this note only in full and only upon at least 30 days' prior written notice to the holder, provided, however, that in the event of prepayment in full voluntarily or because of acceleration by reason of default or otherwise, the undersigned shall pay to the holder of this note at the time of prepayment, in addition to the principal sum and interest then owing, a prepayment fee as follows: if prepaid within 1 year from the date hereof, an amount equal to 5 percent of the principal sum prepaid; if prepaid after 1 year but within 2 years from the date hereof, an amount equal to 4 percent of the principal sum prepaid; if prepaid after 2 years but within 3 years from the date hereof, an amount equal to 3 percent of the principal sum prepaid; if prepaid after 3 years but within 4 years from the date hereof, an amount equal to 1 percent of the principal sum prepaid; if prepaid after 4 years but prior to maturity, an amount equal to 1 percent of the principal sum prepaid.

Property of the Federal Reserve Office

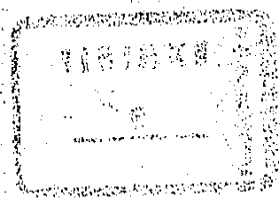
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Property of Cook County Clerk's Office

PAID



**UNOFFICIAL COPY**

The undersigned agree to pay to the holder hereof all court costs and reasonable attorney's fees incurred in the protection of any security given for this note or in the enforcement of this note. All sums hereunder are payable without relief from valuation and appraisal laws.

Upon the happening of any of the following events, this note, and the entire unpaid principal sum, with interest as herein provided, shall, at the option of the holder, immediately become due and payable, without demand or notice, to wit: (a) failure to pay any installment hereunder or part thereof when due; (b) failure of performance of any obligation of the undersigned to the holder; (c) dissolution or termination of existence of the undersigned; or (d) if the undersigned or any endorser, surety, accommodation party, or guarantor of this note shall become insolvent, make a general assignment for the benefit of creditors, or if any proceeding of any nature under the Federal Bankruptcy Act, as amended, or under any state insolvency statute, be commenced by or against any of them, or a receiver be appointed of, or a writ or order of attachment or garnishment be issued or made against any of the property, assets, or income of the undersigned, or a receiver be appointed of, or a writ commenced or order of attachment or garnishment be issued or made against, any of the property, assets, or income of any endorser, surety, accommodation party, or guarantor of this note.

The undersigned and all endorsers, sureties, accommodation parties, and guarantors hereof, hereby, jointly and severally, waive presentment for payment, demand, notice of non-payment, notice of protest and protest of this note, and all other notices and demands required by law, and hereby consent to any and all extensions of time or modifications that may be granted with respect to the payment or other provisions of this note and to the release of any collateral or other security or any part thereof and agree that additional makers, endorsers, guarantors, accommodation parties, or sureties may become parties hereto without notice to them and without affecting their liability hereunder, and further agree that it shall not be necessary for the holder to resort to legal remedies against any of them before proceeding against any other of them, and agree that no release of one or more of the makers, endorsers, guarantors, accommodation parties, or sureties, whether by operation of law or by any act of the holder of this note, shall release any other maker, endorser, guarantor, accommodation party, or surety.

This note is secured by a Mortgage dated December 14, 1984, and arises out of a separate written agreement between the undersigned and payee dated April 17, 1984. The holder

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of this note is entitled to the benefits of the collateral described in said Mortgage and the benefits, rights, and remedies provided in said separate agreement. Reference is hereby made to said Mortgage and separate agreement for rights of the holder, in addition to the rights herein contained, as to acceleration of this note.

The loan evidenced by this note is made in the State of Indiana and this note shall be governed by and construed under the laws of the State of Indiana. The undersigned agrees, in the event of legal proceedings hereon, that any court of competent jurisdiction (either state or federal) in Marion County, Indiana, does hereby have and acquire jurisdiction over the person of the undersigned; and the undersigned does hereby designate and appoint the Secretary of State of Indiana, Indianapolis, Marion County, Indiana, as agent for the purpose of accepting service of any process or summons within the State of Indiana for the undersigned and agrees that the address of the undersigned for the purpose of receiving said process or summons by registered or certified mail from the Secretary of State of Indiana is:

P. O. Box 478  
Wilmette, Illinois 60091

The provisions of the first paragraph of this note to the contrary notwithstanding, from and after the 30 calendar months after the date hereof this note shall actually bear interest at a rate equal to the sum of the prime rate of interest of The Chase Manhattan Bank, N.A., of New York City, plus 3.00 percent per annum. The interest on this note shall be increased or decreased in an amount equal to the amount of any increase or decrease in the prime rate of interest of The Chase Manhattan Bank, N.A., of New York City, at any time during the time hereof, such increases and decreases in the rate of interest hereunder to become effective on the first day of the month following the month in which the prime rate of interest increased or decreased, provided, however, that the rate of interest payable under this note shall in no event be less than 13.50 percent per annum nor higher than permitted by law. If there is a change in the rate of interest, as above provided, the amount of the monthly installments shall be increased or decreased in an appropriate amount to include and reflect the increased or decreased rate, as the case may be, and to cause the amount of the installments to be applied to the unpaid principal balance hereof to be sufficient to amortize the principal balance over a period of 20 years. If, after 30 calendar months after the date hereof, the rate of interest exceeds 17 percent per annum, all interest in excess of 17 percent per annum shall not be payable at the time provided.

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Property of Cook County Clerk's Office

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but shall be accrued and deferred until the rate of interest payable hereon falls below 17 percent per annum, in which event the rate of interest payable hereon shall, nevertheless, remain at 17 percent per annum calculated as herein provided, until all deferred interest has been paid by the application of the difference between the rate of interest which is below 17 percent per annum and 17 percent per annum to the unpaid deferred interest. Upon payment in full of all deferred interest, the rate of interest to be paid shall be the actual amount thereof calculated as herein provided. In the event of prepayment of this note, or in the event this note becomes due and payable in its entirety by acceleration, or upon the maturity of this note, all unpaid deferred interest hereon shall become immediately due and payable.

As used herein, the term "prime rate" shall mean, as of any time, the then highest rate of interest announced and/or charged by The Chase Manhattan Bank, N.A., of New York City, to commercial borrowers with the best credit rating for short-term, unsecured loans.

This note consists of four pages.

SEE RIDER ATTACHED HERETO CONTAINING TRUSTEE'S EXONERATION CLAUSE WHICH IS MADE A PART HEREOF

GLENVIEW STATE BANK,  
as trustee under trust  
agreement dated May 21, 1984  
and known as trust number 3240  
and not personally

By [Signature]  
Its Vice President

ATTEST:

[Signature]  
Assistant Trust Officer

This NOTE is executed by GLENVIEW STATE BANK not personally but as Trustee under Trust No. 3240 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property described in the Trust Deed or Mortgage given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of this note, that no personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property, specifically described in said Trust Deed or Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon said Glenview State Bank either personally or as said Trustee, to sequester the rents, issues and profits arising from the property described in said Trust Deed or Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed or Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed or Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

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Property of Cook County Clerk's Office

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## EXHIBIT C

DEPT-01 RECORDING \$35.00  
T#3333 TRAN 5843 02/26/87 16:11:00  
#1482 #A \*-87-111457  
COOK COUNTY RECORDER

### PARCEL 1: (LEASEHOLD)

LOT 1 IN BRIESACK'S SUBDIVISION OF THE NORTH 1/2 OF THE BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

### PARCEL 2: (LAND) (FEE)

LOT 4, (EXCEPT THE PART CONVEYED TO ALEXANDER SMITH, BY WARRANTY DEED RECORDED AS DOCUMENT 7079724, IN BOOK 1123 "A" PAGE 203, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, ON THE WEST LINE OF A 10 FOOT PUBLIC ALLEY; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 61 FEET 5 INCHES; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE SAID 10 FOOT PUBLIC ALLEY, 11 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE SAID LOT, 6 FEET 5 INCHES; THENCE NORTH 16 FEET 2 3/8 INCHES TO A POINT ON THE NORTH LINE OF SAID LOT; THENCE EAST ALONG THE SAID NORTH LINE 28 FEET 2 INCHES; THENCE SOUTH ALONG THE WEST LINE OF A 17 FOOT ALLEY 8 FEET; THENCE EAST ALONG THE SOUTH LINE OF A 16 FOOT ALLEY 27 FEET 1 7/8 INCHES; THENCE SOUTH ALONG THE WEST LINE OF THE 10 FOOT ALLEY AFORESAID, 19 FEET 2 1/8 INCHES; TO THE POINT OF BEGINNING) IN COLLIN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL, IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3: (TORRENS) (FEE)

THAT PART OF LOT 4 IN COLLIN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 ON THE WEST LINE OF A 10 FOOT ALLEY, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 61 FEET, 5 INCHES; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID 10 FOOT ALLEY, 11 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, 6 FEET, 5 INCHES; THENCE NORTH 16 FEET, 2 AND 3/8 INCHES, TO A POINT ON THE NORTH LINE OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE 28 FEET, 2 INCHES; THENCE SOUTH ALONG THE WEST LINE EXTENDED OF A 17 FOOT ALLEY, EXTENDED SOUTH 8 FEET; THENCE EAST ALONG THE SOUTH LINE EXTENDED OF A 16 FOOT ALLEY, 27 FEET 1 AND 7/8 INCHES; THENCE SOUTH ALONG THE WEST LINE OF THE 10 FOOT ALLEY AFORESAID, 19 FEET, 2 AND 1/8 INCHES TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-03-204-004-0000

E-G-0 § B

17-03-204-062-0000

E-H-0

§ B

87111457

Property commonly known as:

1009-1011 North Rush Street  
Chicago, Illinois

3500

87111457

# UNOFFICIAL COPY

CHICAGO COUNTY RECORDS  
CLERK OF COURTS  
1500 N. LAUREL ST.  
CHICAGO, ILL. 60610

RECORDS SECTION

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