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THIS INSTRUMENT PREPARED BY
(WHEN RECORDED, RETURN TO):

J. Paul Forrester, Esq.
Mayer, Brown & Platt
190 South LaSalle Street
Suite 3100
Chicago, Illinois 60603-3441
(312) 782-0600

1989-10-17 13:37:00
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PROPERTY RECORDED

Property of Cook County

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Security Instrument") is given on October 17, 1989. The mortgagors are Robert G. Stehlik and Loretta A. Stehlik (the "Stehliks"), whose current address is 680 North Lake Shore Drive, Apt. 1721, Chicago, Illinois 60611 and LaSalle National Bank (the "Trustee"), not personally but as trustee under Trust No. 114792 created by Trust Agreement dated September 12, 1989 (the "Trust"), whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (the Stehliks and the Trust being collectively called the "Borrowers"). This Security Instrument is given to Citibank, N.A., a national banking association having its principal office at 153 East 53rd Street, New York, New York ("Lender").

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Stehliks own 100% of the beneficial interest of the Trust. Borrowers owe Lender the principal sum of NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$900,000.00). This debt is evidenced by Stehliks' and the Trustee's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, being due and payable on October 17, 1994. This Security Instrument secures the following liabilities owing to Lender (the "Liabilities"):

- (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications thereof;

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(b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument;

(c) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note;

(d) the performance of Robert G. Stehlik's covenants and agreements under the Guaranty, dated June 6, 1989, executed by Robert G. Stehlik in favor of Citibank, N.A. (the "Guaranty");

(e) the repayment of the debt evidenced by that certain demand note, dated June 6, 1989, executed by Avastar Corporation payable to the order of Citibank, N.A. in the original principal amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (the "Demand Note"), with interest thereon and all renewals, extensions and modifications thereof; and

(f) the repayment of the debt evidenced by that certain time note, dated June 6, 1989, executed by Avastar Corporation payable to the order of Citibank, N.A. in the original principal amount of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00) (the "Time Note"), with interest thereon and all renewals, extensions and modifications thereof.

The aggregate liability of the Borrowers for the Liabilities shall not, however, exceed FIVE MILLION DOLLARS (\$5,000,000.00). For this purpose, Borrowers do hereby mortgage, grant and convey (and the Stehliks warrant), to Lender, and the Borrowers grant to Lender a continuing security interest in and to, the property located in Cook County, Illinois which is described in Exhibit A attached hereto, incorporated herein by reference and made a part hereof, together with all of the following now or hereafter owned or existing: all the improvements, fixtures, furnishings and personal property now or hereafter erected on or installed or located at the property, all leases, occupancy agreements, rents, issues and profits, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property, and all proceeds (including, without limitation, all insurance proceeds and condemnation awards) and products of any of the foregoing. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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TO HAVE AND TO HOLD the Property unto the Lender and its successors and assigns forever.

Borrowers jointly and severally covenant that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for Permitted Liens (as defined hereinbelow in paragraph 5). Borrowers warrant and will defend generally the title to the Property against all claims and demands.

Borrowers and Lender covenant and agree as follows:

1. Payment of Liabilities. Borrowers shall promptly pay when due:

(a) the principal of and interest on the debt evidenced by the Note and any charges (including, but not limited to, prepayment and late charges) due under the Note;

(b) any liability arising under the terms of the Guaranty, including, without limitation:

(i) the principal of and interest on the debt evidenced by the Demand Note and any prepayment and late charges due under the Demand Note;

(ii) the principal of an interest on the debt evidenced by the Time Note and any prepayment and late charges due under the Time Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrowers shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrowers interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection

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with Borrowers entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrowers and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrowers any interest or earnings on the Funds. Lender shall give to Borrowers, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrowers' option, either promptly repaid to Borrowers or credited to Borrowers on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrowers shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrowers any Funds held by Lender. If under paragraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to attorneys' fees and costs of collection; second, to amounts payable under paragraph 2; third, to costs of judicial foreclosure and sale of the Property; fourth, to prepayment charges due under the Note, the Demand Note and the Time Note; fifth, to interest due; and last, to principal due and to other amounts due hereunder and under the Note, the Demand Note and the Time Note and the other Liabilities.

4. Charges; Liens. Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrowers shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrowers shall pay them on time directly to the person owed payment. Borrowers shall promptly furnish to Lender all notices of amounts to be paid under this

paragraph. If Borrowers make these payments directly, Borrowers shall promptly furnish to Lender receipts evidencing the payments.

Except for "Permitted Liens" (as defined hereinafter), Borrowers shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to Lender's lien arising under this Security Instrument. "Permitted Liens" means (1) any liens which are insured or endorsed over by the title company in the Title Policy (as defined hereinafter) other than liens being claimed by, through or under the Borrowers (whether or not listed on Schedule B of the lender's title insurance policy in favor of Lender insuring Lender's interest hereunder (the "Title Policy")); (2) real estate property tax liens which are not yet due and payable; and (3) liens for condominium assessment which are not yet due and payable. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrowers a notice identifying the lien. Borrowers shall satisfy the lien or take one or more of the actions set forth above within five (5) days of the giving of such notice.

5. Hazard Insurance. Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained for no less than the aggregate original principal amount of the Note, the Demand Note and the Time Note and until no Liabilities are outstanding. The insurance carrier providing the insurance shall be chosen by Borrowers subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrowers shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrowers shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrowers.

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Unless Lender and Borrowers otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrowers. If Borrowers abandon the Property, or do not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty day period will begin when the notice is given.

Unless Lender and Borrowers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrowers' right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrowers shall not destroy, damage or, except for the initial interior build-out of the Property, the floor plans for which the Lender has received, substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrowers shall comply with the provisions of the lease, and if Borrowers acquire fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform any of the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrowers secured by this Security Instrument. Unless Borrowers and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowers requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrowers written notice prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrowers. In the event of a partial taking of the Property, unless Borrowers and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds applied to the debt, multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrowers.

If the Property is abandoned by Borrowers, or if, after notice by Lender to Borrowers that the condemnor offers to make an award or settle a claim for damages, Borrowers fail to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowers Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or

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Borrowers' successors in interest. Lender shall not be required to (a) commence proceedings against any successor in interest or refuse to extend time for payment, or (b) otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers, subject, in the case of Borrowers, to the provisions of paragraph 16. Borrowers' covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws after the date hereof has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

13. Notices. Any notice to Borrowers provided for in this Security Instrument shall be in writing and shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notices shall be directed to the Property Address or any other address Borrowers designate by notice to Lender. Any notice to Lender shall be in writing and shall be given by first class mail to:

Citibank, N.A.
Attn: Stephen Giannakakis
153 East 53rd Street
New York, New York 10022

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with a copy to:

Citicorp North America, Inc.
Attn: Karen Boring
200 South Wacker Drive, Suite 700
Chicago, Illinois 60606

or at such other addresses as Lender may require. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrowers' Copy. Borrowers shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in any Borrower is sold or transferred and such Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowers.

17. Borrowers' Right to Reinstate. If Borrowers meet certain conditions, Borrowers shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of

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the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowers:

- (a) pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred;
- (b) cure any default of any other covenants or agreements;
- (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowers' obligation to pay the sums secured by this Security Instrument shall continue unchanged.

Upon reinstatement by Borrowers, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Acceleration; Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument; provided, however, that the Bank shall not be required to give notice prior to acceleration under paragraphs 12 and 16 (unless applicable law provides otherwise) or under paragraph 6(a) hereinabove; provided further that, if Robert G. Stehlik shall die, the Bank shall refrain from exercising available remedies under this Security Instrument for a period of not less than ten (10) days after the date of death. If such breach is curable, the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than ten (10) days from the date the notice is given to Borrowers, by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrowers of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrowers to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior

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to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. If Borrowers shall have paid to Lender in full all Liabilities and shall have fully and completely satisfied and performed all obligations secured by this Security Instrument, then Lender shall release this Security Instrument without charge to Borrowers. Borrowers shall pay any recordation costs arising under or in connection with such release.

21. Waiver of Homestead. Borrowers waive all right of homestead exemption in the Property.

22. Rider to this Security Instrument. A Condominium Rider shall be executed by Borrowers and recorded together with this Security Instrument. The covenants and agreements of the Condominium Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider was a part of this Security Instrument.

23. Security Agreement and Financing Statement. This Security Instrument, to the extent that it conveys, grants a security interest in, or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement, and also as a financing statement (and fixture filing), under the Uniform Commercial Code as in effect in the State of Illinois, with the Borrowers as Debtors (with their respective addresses as set forth above) and with Lender as Secured Party (with its address as set forth above).

24. Trustee Exculpation. This Security Instrument is executed by the Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained

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herein or in the Note, all such personal liability of the Trustee, if any, being expressly waived by Lender and by each and every person now or hereafter claiming any right or security under this Security Instrument; provided, however, that nothing herein contained shall in any way limit the liability of the Stehliks or of any guarantor or other obligor (not including the Trustee) hereunder or under the Note. The Trustee hereby personally warrants that it possesses full power and authority to execute and deliver this instrument.

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BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in this Security Instrument and the Condominium Rider executed by Borrowers and recorded with this Security Instrument.

Robert G. Stehlik

Robert G. Stehlik
Tax I.D. No.: 365-42-9036

Loretta A. Stehlik

Loretta A. Stehlik
Tax I.D. No.: 523-72-6483

Attest:

LA SALLE NATIONAL BANK,
as Trustee as aforesaid and not personally

Lisa Y. Haan

Title: ASSISTANT SECRETARY

[Signature]

By: _____
Title: ASSISTANT SECRETARY

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EXHIBIT A - LEGAL DESCRIPTION

PARCEL ONE:

Units Nos. 6201/03 in 132 East Delaware Place Condominium as delineated on a plat of survey of the following described real estate:

Lot 4 in 900 North Michigan, a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208,433.

Which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded June 30, 1989 as Document No. 89-301,306 together with said Unit's undivided percentage interest in the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time.

PARCEL TWO:

Perpetual Easements for the benefit of Parcel 1 as declared and created by Article II of the Declaration of Covenants, Conditions, Restrictions and Easements made by LaSalle National Bank, Trust No. 107701, and LaSalle National Bank, Trust No. 113495, dated as of April 20, 1989 and recorded May 9, 1989 as Document No. 89-208,434, said easements being over Lots 1 to 3 and 5 to 7 in 900 North Michigan, a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208,433.

Common street address: Units 6201/03, 132 East Delaware, Chicago, Cook County, Illinois.

Permanent Tax Numbers: 17-03-212-004 Volume: 496
Affects Lots 1 and 4 to 7

17-03-212-003
Affects Lots 1 and 4 to 7

17-03-212-001
Affects Lots 1 and 4 to 7

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Permanent Tax Numbers Continued:

17-03-212-002
Affects Lots 1 and 4 to 7

17-03-211-006
Affects Lots 1 and 4 to 7

17-03-211-007
Affects Lots 1 and 4 to 7

17-03-211-004
Affects Lots 1 and 4 to 7

17-03-211-019
Affects Lots 1 and 3 to 7

17-03-211-002
Affects Lots 1 and 4 to 7

17-03-211-001
Affects Lots 1 and 3 to 7

17-03-211-009
Affects Lots 1 and 4 to 7

17-03-211-016
Affects Lots 1 and 4 to 7

17-03-211-017
Affects Lots 1 and 4 to 7

17-03-211-015
Affects Lots 1 and 4 to 7

17-03-210-008
Affects Lots 2 and 3

17-03-210-007
Affects Lots 2 and 3

17-03-210-001
Affects Lot 2

17-03-210-004
Affects Lot 2

17-03-210-003
Affects Lot 2

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Permanent Tax Numbers Continued:

17-03-211-005
Affects Lots 1 and 4 to 7

17-03-211-003
Affects Lots 1 and 4 to 7

17-03-210-002
Affects Lot 2

17-03-210-014
Affects Lot 2

17-03-210-013
Affects Lot 2

17-03-210-011
Affects Lot 2

17-03-210-012
Affects Lot 2

17-03-210-006
Affects Lot 2

17-03-210-009
Affects Lots 2 and 3

17-03-211-021
Affects part of Lot 3

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of October, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Security Instrument") of the same date given by the undersigned (the "Borrowers") to secure the Note of Robert G. Stehlik and Loretta A. Stehlik (the "Stehliks") and LaSalle National Bank (the "Trustee"), not personally but as trustee under Trust No. 114792 created by Trust Agreement dated September 12, 1989, to Citibank, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 132 East Delaware Street, Nos. 6201/03, Chicago, Cook County, Illinois. The Property includes two units in, together with an undivided interest in the common elements of, a condominium project known as 132 East Delaware Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrowers' interest in the Owners Association and the uses, proceeds and benefits of Borrowers' interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrowers and Lender further covenant and agree as follows:

1. Condominium Obligations. Borrowers shall perform all of Borrowers' obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrowers shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

2. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(a) Lender waives the provision in Covenant 2 of the Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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(b) Borrowers' obligation under Covenant 5 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrowers shall give Lender prompt notice of any lapse in required hazard insurance policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrowers are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrowers.

3. Public Liability Insurance. Borrowers shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

4. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrowers in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Covenant 9 of the Security Instrument.

5. Lender's Prior Consent. Borrowers shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(a) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(c) termination of professional management and assumption of self-management of the Owners Association; or

(d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

6. Remedies. If Borrowers do not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrowers secured by the Security Instrument. Unless Borrowers and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowers requesting payment.

7. Trustee Exculpation. This Condominium Rider is executed by the Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all such personal liability of the Trustee, if any, being expressly waived by Lender and by each and every person now or hereafter claiming any right or security under this Condominium Rider; provided, however, that nothing herein contained shall in any way limit the liability of the Stehliks or of any guarantor or other obligor (not including the Trustee) hereunder or under the Note. The Trustee hereby personally warrants that it possesses full power and authority to execute and deliver this Condominium Rider.

8. Funds for Taxes. So long as Borrowers pay all taxes and assessments applicable to the Property before delinquency and deliver to Lender within thirty (30) days after such payments are due copies of all paid tax receipts, then Lender waives the provision in Covenant 2(a) of the Security Instrument for the monthly payment to Lender of one-twelfth of the yearly taxes and assessments, provided, however, that Lender may at any time, in its sole discretion, revoke this waiver and require that the Borrowers comply with these provisions of Covenant 2 of the Security Instrument.

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BY SIGNING BELOW, the undersigned accept and agree to the terms and provisions contained in this Condominium Rider.



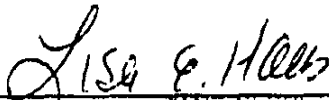
Robert G. Stehlik



Loretta A. Stehlik

LA SALLE NATIONAL BANK,
not personally but as trustee
under Trust Agreement dated
September 12, 1989, and known
as Trust No. 114792.

ATTEST:



Title: CONSTANT SECRETARY



Title: [illegible]

Property of Cook County Clerk's Office

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