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5. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from November 28, 1988 on the unpaid principal balance at Bank's Prime Rate, plus 1.5 percentage points, per annum as adjusted and announced from time to time until the Note matures or the obligation in virtue of the homestead laws and exemption laws of the state of ILLINOIS.

forever to secure the Obligations. Mortgagor does hereby bind Mortgagor to warrant and forever defend the Property unto Bank forever, against any claim or claim of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank all exterior and interior improvements, all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment, all landscaping, situated in COOK COUNTY, ILLINOIS, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, all landscaping, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment, all landscaping, all exterior and interior improvements, all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replantments and other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replantments and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby bind Mortgagor to warrant and forever defend the Property unto Bank forever, against any claim or claim of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

4. CONVEYANCE. To induce Bank to make the Loan to Borrower, to continue the Obligations to Bank, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property):
3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorney's fees, parafat fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$100,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
2. OBLIGATIONS DEFINED. The term "Obligations" is defined and includes the following:
 - A. the guaranty agreement executed by VICTOR C. PETERSON and JEAN A. PETERSON and dated November 28, 1988 which guaranty agreement unconditionally promises to pay and guarantee prompt payment when due all existing and future indebtedness, liabilities and obligations of LAKEVIEW BANK AS TRUSTEE, AND NOT PERSONALLY U/T/A DATED 5/31/85, AKA TRUST NO. 10-1057 (Borrower) to Bank;
 - B. all future advances by Bank to Guarantor, to Borrower, to Mortgagor, to any one of them and to any one of them and others (regardless of whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness);
 - C. all additional sums advanced, and expenses incurred, by Bank for the purpose of having, preserving or otherwise protecting the Property and its value, and any other sums advanced, and expenses incurred, by Bank pursuant to this Mortgage, plus interest at the rate provided for in the Note;
 - D. all other obligations to the extent the taking of the collateral as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, Guarantor's, or Mortgagor's behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; and
 - E. Guarantor's performance of the terms in the Guaranty and Mortgagor's performance of any terms in this Mortgage, any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any assignment of beneficial interest, any loan agreement, any construction loan agreement, any security agreement, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Guaranty, Note or Loan.

DATE AND PARTIES. The date of the Real Estate Mortgage (Mortgage) is November 28, 1988, and the parties and their mailing addresses are the following:

MORTGAGEE
 LAKEVIEW BANK AS TRUSTEE, & not personally U/T/A dated May 31, 1985
 141 W. JACKSON SUITE 1212A aka TRUST NO. 10-1059
 CHICAGO, IL 60604
 Tax I.D. #

BANK:
 LAKEVIEW BANK
 an ILLINOIS banking corporation
 141 W. Jackson Blvd. Suite 1212
 Chicago, Illinois 60604
 Tax I.D. # 38-2582014
 (as Mortgagee)

REAL ESTATE MORTGAGE
 To Secure a Guaranty
 To LAKEVIEW BANK

(Space above this line for recording purposes)

DATE AND PARTIES. The date of the Real Estate Mortgage (Mortgage) is November 28, 1988, and the parties and their mailing addresses are the following:

PROPERTY ADDRESS: 2245 S. Michigan
 Chicago, IL.
 PERMANENT INDEX #: 17-27-102-010
 89582005

463577 B&L 1076

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Property of Cook County Clerk's Office

403201 1580

NEW CIVIL RIGHTS ACT

HYMNO

AMERICAN

AMERICAN

AMERICAN

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10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell all or part of the property...

9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter.

- A. Failure by any person obligated on the Obligations to make payment when due thereunder;
B. A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations;
C. The making or furnishing of any verbal, or written, representation, statement or warranty to Bank which is, or becomes, false or incorrect in any material respect by, or on behalf of, Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
D. The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
E. A good faith belief by Bank at any time that Bank is insured, that the prospect of any payment is impaired or the Property or Collateral is impaired; or
F. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or
G. A transfer of a substantial part of Mortgagee's money or property; or
H. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagee except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".

8. EVENTS OF DEFAULT. Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:

In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagee covenants that Mortgagee will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leasehold interests, or other interests in the Property or any part thereof...

7. ASSIGNMENT OF LEASES AND RENTS. Mortgagee covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagee shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with the tenants, with or without notice, any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagee to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

6. LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: TRUST DEED AND ASSIGNMENT OF RENTS DATED AUGUST 1, 1979 AND RECORDED AUGUST 9, 1979 AS DOCUMENT 2509064 AND ASSIGNMENT OF RENTS DATED JULY 9, 1985 AND RECORDED JULY 15, 1985 AS DOCUMENT NUMBERS 66102131 AND 66102132 MADE BY LAKEVIEW BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 1985 AND KNOWN AS TRUST NUMBER 10-1050 TO LAKEVIEW BANK TO SECURE A NOTE FOR \$130,000.00. Mortgagee agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or repossession of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagee may in good faith contract with such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

Accrued interest is due and payable in 5 monthly payments on the 25th day of each month, beginning December 28, 1989. The last scheduled payment, which is due on May 28, 1990, is estimated to be \$101,000.00. Unless paid sooner all unpaid principal and accrued interest shall be due and payable on May 28, 1990. These payment amounts are based upon timely payment of each installment. In addition, these payments are estimated and may vary from time to time due to the adjustment of the prime rate.

Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

"PRIME RATE" or "PRIME" means the rate of interest announced by the Bank as its PRIME RATE. That Prime Rate will fluctuate from time to time. The effective interest rate today is 12% per annum (which is Bank's Prime Rate today of 10.5% plus 1.5 percentage points). Bank's Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Prime Rate is only an index rate from which interest rate actually charged to customers may be measured. The use of the Prime Rate is for convenience only and does not constitute a commitment by Bank to lend money at a preferred rate of interest.

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19. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the general filing fees, stamping fees, witness fees, costs of publication, costs of procuring abstracts of title, Torrens certificate, foreclosure notices, title insurance policies, reasonable attorneys' fees, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.

18. PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgagee or any loan document or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including but not limited to foreclosure, eminent domain, involuntary, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.

17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.

16. SPECIAL INDEMNIFICATION. Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses (including, without limitation, reasonable counsel fees, cost and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material misstatement by Mortgagee; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the status or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and biota; and any private suits or court injunctions.

15. CONDITION OF PROPERTY. As to the Property, Mortgagee shall: A. keep all buildings occupied and keep all buildings, structures, and improvements in good repair; B. refrain from the construction or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvements thereon; C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property; D. not permit the Property to become subject to or contaminated by or with waste; E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

14. WASTE. Mortgagee shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in the traditional sense and further, specifically includes, but is not limited to, hazardous and/or toxic waste, pollutants and/or contaminants, "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, pollutants, pesticides and/or contaminants. Mortgagee shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagee shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

13. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank, in an amount at least equal to the amount of the Obligations. Such insurance shall contain the standard "Mortgage Clause" and shall name and endorse Bank as mortgagee. If an insured event occurs to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations occurred by the Mortgagee or to have said Property repaired or rebuilt. Mortgagee shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Mortgagee shall pay the premium required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagee fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".

12. PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payment(s).

11. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint or place in possession, and Mortgagee hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any monies so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, also expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

expansion of such period. Bank may, without further notice or demand on Mortgagee, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and the Mortgage are fully paid.

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- 20. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagee will promptly give written notice to Bank of the institution of such proceedings. Mortgagee further agrees to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagee further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagee also agrees to notify the Bank of any proceedings instituted for the establishment of any power, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.
- 21. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or alleged to become a party by reason of the execution of the Note, the Mortgagee, any loan documents or the existence of any Obligations or in which Bank Bank deems it necessary to appear in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorney's fees, paralegal fees, court costs and all other damages and expenses.
- 22. WAIVER BY MORTGAGEE. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:
 - A. homestead;
 - B. exemptions as to the Property;
 - C. redemption;
 - D. right of reinstatement;
 - E. appraisal;
 - F. marshaling of liens and assets; and
 - G. statutes of limitations.
 In addition, redemption by Mortgagee shall be expressly waived to the extent not prohibited by law.
- 23. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose on an account of such specific default against the Property or any part thereof which may be sold subject to the remaining unpaid balance of the Obligations. The Mortgagee shall continue as a lien for such unpaid balance of the Obligations.
- 24. BANK MAY PAY. If Mortgagee fails to pay when due any of the items, it is obligated to pay or fails to perform when obligated to do, Bank may, at its option:
 - A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest in the Property, or that of Bank's then interest;
 - B. pay, when due, installments of any real estate tax imposed on the property;
 - C. pay or perform any other obligations relating to the Property which affects, in Bank's sole discretion, the interest of Bank in the Property. Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorney's fees and paralegal fees. Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of the lien and shall be secured by the Mortgage, having the benefit of the lien and its priority. Mortgagee agrees to reimburse Bank for all such payments.
- 25. EXONERATION AND DISCLAIMER. The Mortgagee is executed by Mortgagee who is acting, not in a personal capacity, but solely as trustee under Trust 10-1059 in the exercise of the power and authority conferred upon and vested in it as trustee. Mortgagee warrants that Mortgagee possesses full power and authority to execute the Mortgage. It is expressly understood and agreed that nothing contained in the Obligations or the Mortgage shall be construed as creating any liability on Mortgagee, either personally or as Mortgagee, for the repayment or performance of the Obligations whatsoever. All such liability, if any, is expressly waived as to Mortgagee by Mortgagee, and so far as Mortgagee is concerned, Mortgagee shall look solely to the Property for the payment thereof by enforcement of the lien created by this Mortgage or by action to enforce the personal liability of the co-signer, maker, endorser or guarantor, if any. Mortgagee accepts this Mortgage upon the express condition set forth herein and further acknowledges and agrees that Mortgagee is under no duty to acquiesce to the rents, issues and profits arising from the Property or the proceeds arising from the sale or other disposition.
- 26. GENERAL PROVISIONS.
 - A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagee's performance of all duties and obligations imposed by this Mortgage.
 - B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagee's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are had shall not constitute a waiver of Bank's right to require full and complete cure of all other remaining sums due under the Obligations, nor will it cure or waive any taken or the right to require prompt payment when due of all other remaining sums due under the Obligations, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges of Bank under the Note, this Mortgage, or other loan documents, the law or equity.
 - C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagee and Bank.
 - D. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
 - E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
 - F. SUCCESSORS. The Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.

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This document was prepared by LAKE SIDE BANK, 141 W. Jackson Blvd., Suite 1212, Chicago, Illinois 60604. Please return this document after recording to LAKE SIDE BANK, 141 W. Jackson Blvd., Suite 1212, Chicago, Illinois 60604.

My commission expires March 3, 1990

NOTARY PUBLIC

W. Stewart F. Ford

STATE OF ILLINOIS
COUNTY OF COOK
On this 29th day of Nov. 1989, I, *W. Stewart F. Ford*, a notary public, certify that TRUST OFFICER and ITS, as ~~trustee~~ for LAKE SIDE BANK AS TRUSTEE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth.
My commission expires March 3, 1990

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

ATTEST BY: *[Signature]*
ASSISTANT SECRETARY

BY: *[Signature]*
TRUST OFFICER VICE - PRESIDENT & TRUST OFFICER

LAKE SIDE BANK AS TRUSTEE, & not personally U/T/A dtd 5/31/85 aka Trust No. 10-1059

MORTGAGOR:

27. ACKNOWLEDGEMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

g. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
h. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
i. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

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Property of Cook County Clerk's Office

89582005

PERMANENT INDEX #: 17-27-102-010

PROPERTY ADDRESS: 2245 S. Michigan Chicago, IL.

THE SOUTH 49 FEET 10 1/2 INCHES OF THE NORTH 1/2 OF THE WEST 1/2 OF BLOCK 18 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 10 FEET OF SAID PREMISES DEDICATED FOR ALLEY) IN COOK COUNTY, ILLINOIS.

The properties hereinafter described are those properties referred to in the Mortgage as being described in Exhibit "A":

LAKESIDE BANK
an ILLINOIS banking corporation
141 W. Jackson Blvd. Suite 1212
Chicago, Illinois 60604
Tax I.D. # 38-2563514
(as Mortgages)

BANK:

LAKESIDE BANK AS TRUSTEE, & not personally U/L/A dated May 31, 1985
141 W. JACKSON, SUITE 1212A aka Trust No. 10-1059
CHICAGO, IL. 60604
Tax I.D. #

MORTGAGOR:

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated November 28, 1989, by and between the following parties:

EXHIBIT "A"

Property of Cook County Clerk's Office

432-2111

RECEIVED FROM A...

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89-582005

Property of Cook County

DEPT-01 RECORDING 143333 TRAN 3128 12/06/89 11:34:00
#2289 C * -89-582005
COOK COUNTY RECORDER

This Mortgage or Trust Deed is executed by LAKEVIEW BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the other party(ies) hereunder and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage or Trust Deed shall be construed as creating any liability on LAKEVIEW BANK or on any of the beneficiaries under said Trust Agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage or Trust Deed and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of the assigner, endorser or guarantor of said Note.

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

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THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Illinois

WITNESSETH MY HAND AND SEAL
THIS _____ DAY OF _____, 19____.