

THE EQUITY EXCHANGE MORTGAGE

This MORTGAGE is made this 24th day of November, 1982, between LaSalle National Bank

not personally but as trustee under the provisions of a Trust Agreement dated January 10, 1978, and known as Trust Number 89604716 herein referred to as ('Mortgagor') and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as 'Mortgagee').

THAT WHEREAS, Jerry D. Sparks

("Borrower") executed a note of an even date herewith (the 'Note'), due seven years from the date hereof, whereby Borrower is indebted to Mortgagee in the principal sum of Thirty Five Thousand and 00/100 Dollars (\$35,000.00), ('Credit Limit'), or so much of that sum as may be advanced pursuant to The Exchange National Bank of Chicago Equity Exchange Agreement and Disclosure Statement (the 'Agreement'). The terms of said Note and Agreement are incorporated by reference herein.

MR. STANLEY

NOW, THEREFORE, Mortgagor to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, the future advances ('Future Advances') which advances are more fully described in Paragraphs 24-25 hereof, and each of which shall have the same priority as any advance made on the date this document is executed and the payment of all other sums advanced in accordance with the terms of this Mortgage, Mortgagor does hereby grant, mortgage and convey unto the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois:

89604716

See Attached Exhibit A

89604716

which, with the property hereinafter described, is referred to herein as the Premises.

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances and fixtures in or that may at any time be attached to any building now or hereafter standing on said Premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, the term "fixtures" shall include, but shall not be limited to, all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, boilers, elevators and bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, attached mirrors, mantels, built-in or fixtured air conditioning and cooking apparatus and appurtenances, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described Premises, and all such "fixtures" shall be deemed conveyed by this Mortgage. All the estate, right, title or interest of Mortgagor in and to said Premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a 'fixture' as such term is defined in the Uniform Commercial Code, this Mortgage is also deemed to be a Security Agreement and fixture filing financing statement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor as Debtor hereby grants to the Mortgagee as Secured Party (as such terms are defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor or Borrower shall promptly pay when due without setoff, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any future advances secured by this Mortgage.

2. All payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to any late charge and/or insurance premium that is due, and then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.

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3. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due each installment of principal, interest and other charges accruing under all mortgages (collectively, the "Prior Mortgage") having a priority over the lien of this Mortgage, not allow or suffer any default under the Prior Mortgage, and not allow the indebtedness secured by the Prior Mortgage to exceed \$ 49,100.00; (4) pay when due any other indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (6) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (7) make no material alterations in said Premises except as required by law or municipal ordinance.

4. Mortgagor shall immediately pay when due all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall furnish to Mortgagee upon request duplicate receipts therefor within thirty (30) days after payment thereof.

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver copies of all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that they shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. If the policies of insurance referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which at all times will be sufficient to avoid imposition of co-insurance.

Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in effect in the event that Mortgagor has failed previously to demonstrate to Mortgagee that the Premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

6. A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If permitted by applicable law, Mortgagee may apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, subject to limitations of applicable law and in the Agreement, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. (i) Should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, or (ii) should the net proceeds of insurance collected by Mortgagee together with any funds deposited by Mortgagor with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include reasonable contingency, then in either case Mortgagee may, subject to limitations of applicable law and in the Agreement and whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to the extent permitted by applicable law, to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event Mortgagee elects to permit any insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided however, that the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be

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satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Prior to completion of any such repair or rebuilding, disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's clause attached to each of said insurance policies may be cancelled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

7. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings on the Premises, provided the Mortgagor is not then in default under the Mortgage. In the event Mortgagor is required or authorized, by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

8. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, the Mortgagee may without notice, but need not, make said payment or perform any act in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby with interest thereon at the rate payable on the principal outstanding under the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Mortgagee hereby reserves the right to require Mortgagor to establish with Mortgagee a non-interest bearing escrow account for the purpose of paying general real estate taxes and insurance premiums for the Premises as the same become due. Without limitation, Mortgagee may require such escrow in the event of any default by Mortgagor under the Note, this Mortgage or any other instrument given as security for the Note or if Mortgagor shall fail to pay such general real estate taxes or insurance premiums prior to the last day that the same may be paid without penalty or delinquency. Such escrow shall be funded monthly by payments by Mortgagor equal to one-twelfth (1/12) of the current annual general real estate taxes and insurance

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premiums of such payments in order to assure that adequate funds will be available to pay such general real estate taxes and insurance premiums.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, Broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable on outstanding principal under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

11. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, all interest and charges remaining unpaid on the Note or under the Agreement; fourth, all principal unpaid on the Note; fifth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

12. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made without notice, without regard to the solvency or insolvency or Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and, the Mortgagee hereunder may be appointed receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

14. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

15. Mortgagee has no duty to examine the title, location, existence, or condition of the Premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

16. Mortgagee shall deliver to Mortgagor a release of this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word 'Mortgagor' when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this Mortgage. Mortgagee may assign all or any portion of its rights and interests under this Mortgage without consent of or notice to Mortgagor.

18. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois and applicable Federal law. In the event any provision of the Mortgage, the Note, or the Agreement conflict with said law, such conflict shall not affect any other provision of the Mortgage, the Note or the Agreement which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage, the Note, or the Agreement shall be deemed severable. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois

Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510, 15-1512 and/or 15-1603(d) of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated elsewhere in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

19. Whenever there is a conflict or inconsistency between the terms of this Mortgage, the Note and/or the Agreement, the terms of the Agreement shall control. To the extent this Mortgage does not conflict with or is not inconsistent with the Agreement or the Note, the rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have the Note, the Agreement or any other instrument constituting security for the Note, or at law or in equity.

20. Any action, suit or proceeding brought by Mortgagee pursuant to this Mortgage or the Note secured hereby and any claim made by Mortgagee under this Mortgage or the Note secured hereby, may be compromised, withdrawn or otherwise settled by Mortgagee without notice to Mortgagor, except as otherwise provided in this Mortgage.

21. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

22. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgagee at the Bank's main office set forth above or to such other address as either the Mortgagor or the Mortgagee notifies the other party in writing.

23. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

24. Mortgagor acknowledges and agrees that advances made or to be made pursuant to the Agreement constitute "revolving credit" within the meaning of Section 4.1 of the Illinois Interest Act and, in particular, the Agreement and credit extensions contemplated by it constitute an arrangement between Borrower and Mortgagee by which the Mortgagee may from time to time make loans or advances to or for the account of the Borrower through the means specified in the Agreement including orders for the payment of money provided by Mortgagee (line of credit checks) or other written orders, whether or not negotiable, signed by the Borrower or any person authorized or permitted to do so on behalf of the Borrower, which loans or advances are charged to an account in respect of which Mortgagee is rendering bills or statements to the Borrower at regular intervals and amounts of which are due thereunder on a specified date stated in such statements or at Borrower's option, may be payable in installments or in full at an accelerated rate.

25. Mortgagee may, in its discretion, extend or renew the Agreement, the Note and the Borrower's ability to obtain advances pursuant to its terms. This Mortgage is intended to secure all advances and obligations incurred under the Agreement, including any renewals, extensions, modifications, consolidations, or refinancings thereof. All future advances that may be subsequently made by the Mortgagee shall be made within the initial term and any renewal term, of the Agreement or Note, but no renewal term shall extend beyond twenty (20) years from the date hereof. All future advances under the Agreement shall have the same priority as advances made on the date hereof, although there may be no advances made on the date hereof and although there may be no indebtedness outstanding at the time any future advance is made.

26. The obligation secured by this Mortgage shall include all advances, including future advances, that may be made by the Mortgagee pursuant to the Agreement, and all renewals, extensions, modifications and replacements thereof, provided that the maximum amount secured hereby of all existing indebtedness, future advances, and all other indebtedness shall not at any one time exceed the total sum of 200% of the Credit Limit stated on the first page of this Mortgage.

27. Neither Mortgagor nor, to the best of Mortgagor's knowledge, Borrower or any previous owner or occupier of the Premises, used, generated, stored or disposed of, on, under or about the Premises any hazardous waste, toxic substances or related materials ("Hazardous Materials"). For the purposes of this representation and warranty, Hazardous Materials shall include, but shall not be limited to, any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States

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Government. To the best knowledge of Mortgagor, there are no underground storage tanks on the Premises. The Premises and its present use complies, and at all times shall comply, with all applicable laws and governmental regulations, including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability.

This Mortgage is executed by LaSalle National 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 Trustee 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 the Note shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or under the Agreement, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder or under the Agreement shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note or by action to enforce the personal liability of the Borrower or any guarantor.

IN WITNESS WHEREOF, LaSalle National Bank not personally but as Trustee, as aforesaid, has caused these presents to be signed by its [Signature] and attested by its [Signature] the day and year first above written.

LA SALLE NATIONAL BANK SUCCESSOR TRUSTEE
(Trustee)
By: [Signature]
Its: ADJUSTING VICE PRESIDENT

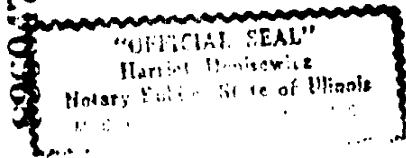
ATTEST:

By: Lisa E. Haas
Its: ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Corinne Bok and LISA E. HAAS of said Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [Signatures] and [Signatures], 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 Trustee, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said [Signature] then and there acknowledged that [Signature] did attest to said instrument as said [Signature]'s own free and voluntary act and as the free and voluntary act of the Trustee, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of NOV, 1989



Harriet Denisewicz
Notary Public



My Commission Expires: [Signature]

This Document Prepared By:
The Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, IL 60603-3499

Record and Return To:
The Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, IL 60603-3499

Permanent Index No.:
17-10-401-005-1515

Attn: J. Samuel Lovering

Address of Premises:
155 North Harbor Drive, Unit 3811, Chicago, IL 60601

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UNIT 3811 604716
Legal Description

Mortgagee: The Exchange National Bank of Chicago

Mortgagor: Jerry D. Sparks

Date of Mortgage: November 24 1989

(Legal Description)

PARCEL 1: UNIT 3811 TOGETHER WITH AN UNDIVIDED .11397 PERCENT INTEREST IN THE COMMON ELEMENTS IN HARBOR DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22935653, IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN DOCUMENT 22935651 AND AMENDED BY DOCUMENT NUMBER 22935652.

PARCEL 3: EASEMENT OF SUPPORT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENT AS SHOWN ON PLAT OF HARBOR POINT UNIT NO. 1, AFORESAID AND AS SUPPLEMENTED BY PROVISION OF ARTICLE III OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS ASSOCIATION RECORDED AS DOCUMENT NUMBER 22935651 AND AMENDED BY DOCUMENT NUMBER 22935652.

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