

5. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from January 17, 1989 on the unpaid principal balance at Bank's

virtue of the homestead laws and exemption laws of the state of ILLINOIS. claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by

LOT 9 AND LOT 10 IN SCHMITT'S SUBDIVISION OF LOTS 7, 8, AND THE NORTH 1/2 OF LOT 9 IN MACKUBIN'S SUBDIVISION OF LOT 6 IN ILLINOIS STATE BANK SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralegal 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

2. OBLIGATIONS DEFINED. The term "Obligations" is defined and includes the following: A. a promissory note, No. 3305, (Note) dated January 17, 1989 and executed by LAKE SIDE BANK AS TRUSTEE, AND NOT PERSONALLY

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71-87-5289 529 -B3

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DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is January 17, 1989, and the parties and their mailing addresses are the following: MORTGAGEE: LAKE SIDE BANK AS TRUSTEE, AND NOT PERSONALLY U/T/A DATED 1/10/89 AND KNOWN AS TRUST #10-1385

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

REAL ESTATE MORTGAGE To Secure a Loan From LAKE SIDE BANK \$17.00

89033734

RETURN TO: S. J. Bochowski 2268 S. King Drive Chicago, Illinois 60616

PROPERTY ADDRESS: 1406-1408 N. Mohawk Chicago, IL. 60614 PERMANENT INDEX #: 17-04-121-047 - Lot 9 17-04-121-046 - Lot 10

IL-79-090888

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12. 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 replacement value of the Property. Mortgagee shall provide written proof to Bank of such payment(s).

11. 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). By the court, any sum remaining after such payments will be applied to the Obligations. For, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

10. POSSESSION ON FORECLOSURE. If an action is brought to foreclose the Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property to the extent not prohibited by law, or the court may appoint or place in possession of the Property, and Mortgagee hereby consents to such appointment, a recovery to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys 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, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

9. 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 by Mortgagee. Lapse of time or the acceptance of payment by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer or sell shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall, by certified mail or otherwise, from the date the notice is mailed within which Mortgagee shall pay the sums declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagee, invoke any remedies permitted or Default. This covenant shall run with the Property and shall remain in effect until the Obligations and the Mortgage are fully paid.

8. 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. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

7. 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:
A. Failure by any person obligated on the Obligations to make payment when due hereunder; or
B. A default or breach under any of the terms of the 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 giving to the Obligations; or
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, guarantor 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 assignor or assignee of the Obligations; or
E. A good faith claim by Bank at any time that Bank is in breach, that the prospect of any payment is impaired or that the Property or Collateral is impaired; or
F. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or accrue 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".

6. LENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagee agrees to pay all claims when due that result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagee may in good faith contest any 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.

5. ACCRUED INTEREST. The rate of interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. Interest shall be due and payable in 3 quarterly payments on the 17th day of each third month, beginning April 17, 1989. The last scheduled payment, which is due on January 17, 1990, is estimated to be \$133,820.56. Unless paid sooner all unpaid principal and accrued interest shall be due and payable on January 17, 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.

4. PRIME RATE. "PRIME RATE" 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 11.5% per annum (which is Bank's Prime Rate today of 10.5%, plus 1 percentage point). Bank's Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Prime Rate in only an index rate from which interest rates actually charged to customers may be determined. 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.

3. PAYMENT. All adjustments to the interest rate will be made when the Prime Rate changes. Any increase in the interest rate will take the form of higher payment amounts. After maturity or acceleration, the Loan shall bear interest at rate specified in the paragraph entitled "DEFAULT INTEREST" in the Note on the balance of the Loan which is not paid at maturity or acceleration until paid in full. The Loan and Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under applicable federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower.

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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 insurer elects 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 secured by this Mortgage 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, upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".

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 its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. 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.

14. 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 commission 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, grasses and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagee's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee makes the affirmative warranty fully intending Bank to rely upon it in extending the loan to Mortgagee.

15. 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, losses, damages (including without limitation, punitive damages), reasonable costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses (also incurred), of any nature whatsoever, which may be sustained, authorized or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto, any known or material misrepresentation or material breach of warranty 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 release or threat of release of hazardous waste; any loss of natural resources including damage to air, surface or ground water, soil and bota; and any private suite or court injunctions.

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

17. PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially, adversely affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law or ordinance, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appeal, notice, distribution, discharge or other 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 and prior encumbrance.

18. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations or the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the generally accepted, filing fees, notary fees, costs of publication, costs of printing abstracts of title, Towns clerical, foreclosing running, 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 ten herein provided and shall be secured by that lien.

19. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement thereon) 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 notify Bank of any attempt to purchase or appropriate the Property or any easement thereon, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagee further agrees 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 sewer, 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.

20. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the exercise of any Obligations or in which Bank deems it necessary to appear in answer 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 attorneys' fees, paralegal fees, court costs and all other damages and expenses.

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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 insurer elects 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 secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor 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".

13. **WASTE.** Mortgagor 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 its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor 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.
14. **CONDITION OF PROPERTY.** As to the Property, Mortgagor shall:
- keep all buildings occupied and keep all buildings, structures and improvements in good repair.
 - refrain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvement thereon.
 - not cut or remove, or permit to be cut or removed, any wood or timber from the Property.
 - not permit the Property to become subject to or contaminated by or with waste.
 - 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.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Mortgagor.

15. **SPECIAL INDEMNIFICATION.** Mortgagor 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 are 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 breach of warranty by Mortgagor; 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 release 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.
16. **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 Mortgagor prior notice of any such inspection.
17. **PROTECTION OF BANK'S SECURITY.** If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents 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, insolvency, housing or environmental code or law enforcement or arrangements or proceedings involving a bankrupt 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. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.
18. **COLLECTION EXPENSES.** In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred in connection therewith, including but not limiting the generality thereof, filing fees, stenographer fees, witness fees, costs of publication, costs of procuring abstracts of title, Torrens certificate, foreclosure minutes, 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 payment shall be part of the lien herein provided and shall be secured by that lien.
19. **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, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt 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. Mortgagor 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. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, 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.
- When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Any amount not so used shall be applied to the Obligations. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.
20. **OTHER PROCEEDINGS.** If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the assistance of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor 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 attorneys' fees, paralegal fees, court costs and all other damages and expenses.

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21. **WAIVER BY MORTGAGOR.** To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor 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. marshalling of liens and assets; and
 - G. statutes of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

22. **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 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. This Mortgage shall continue as a lien for such unpaid balance of the Obligations.

23. **BANK MAY PAY.** If Mortgagor 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 senior to that of Bank's lien interest;
- B. pay, when due, installments of any real estate tax imposed on the property; or
- C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys 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 this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

24. **GENERAL PROVISIONS.**

- A. **TIME IS OF THE ESSENCE.** Time is of the essence in Mortgagor'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 Mortgagor'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 filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, 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, 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 Mortgagor and Bank.
- D. **GOVERNING LAW.** This Mortgage shall be governed by the law 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.** This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- 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.

25. **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.

MORTGAGOR:

LAKESIDE BANK AS TRUSTEE, AND NOT PERSONALLY U/T/A
DATED 1/9/89, AND KNOWN AS TRUST #10-1385

By: James J. Collins
VICE PRESIDENT & TRUST OFFICER
As Co-Trustee

By: Michael W. Shuck
ATTEST BY: ASSISTANT SECRETARY
As Co-Trustee

SEE RIDER ATTACHED HERETO
AND MAKE A PART THEREOF.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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STATE OF Illinois

COUNTY OF COOK

ss:

On this 17 day of January 1989, Barbara Ann Stock, a notary public, certify that VICE PRESIDENT & TRUST OFFICER and ATTEST BY: ASSISTANT SECRETARY, ~~and~~ for LAKESIDE BANK AS TRUSTEE, AND NOT PERSONALLY U/T/A DATED 1/9/89, AND KNOWN AS TRUST #10-1385, 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:


NOTARY PUBLIC

This document was prepared by LAKESIDE BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois 60604.

Please return this document after recording to LAKESIDE BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois 60604.



Property of Cook County Clerk's Office

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SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

This Mortgage or Trust Deed is executed by LAKESIDE 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 LAKESIDE 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.

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Property of Cook County Clerk's Office

RETURN TO: Lakeside Bank
Attn: J. Bochnowski
2268 S. King Dr.
Chicago, Illinois 60616