TARTITE NATIONAL TRUST, N.A. SUCCESSION TRUST NO. 109062 DATED OCTOBER 31, 19846 of personally tax of SEPTEMBER

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programme the Charles WHEREAS there was medically a name or rend soft and Equally Lancold Condit Agreement after Agreement addited. SEPTEMBER 13

19. 90 To record to what Borrower and Tourn time to be elected from Control of the system shall not in the adjudgate autstanding resisting balance.

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To Secure 1 to the first Markets use to Agency of the extensions renewors and retrainings thereof with interest making of the extensions renewors and retrainings thereof with interest making of the Agency of the Parkets to profes the security of this Mortage, and the security of the Agency of the Agency of the Agency to th

UNIT 1 IN THE 711 NOKIH MILWAUKEE AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED N. L ESTATE: LOT 19 IN BLOCK 1 IN RIDGELEY'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 5, 9, 11, 12, 14, 15 AND 16 IN ASSESSOR'S DIVISION OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICE SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25884198, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST T#3333 TRAN 7336 09/28/90 14:37:00 #0734 # C #-90-474087 IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PTN: 17-08-220-043-1002

. 711 N. MILWAUKEE CHICAGO, ILLINOIS 60622 •

COOK COUNTY RECORDER

Together in the experience of a consequence of the footent property of the experience of the experience of the royaltan moderal experience of the experience

and the restrictions outed in a schedule of exceptions to revenue in my title insurance policy insuring Lender 6 interest in the exception

Covenants, borrowers and Lender, expendit and dather as follows

- 1. Payment of Principal and Interest. Proc. senso all promptly proc. At evidas the use of to proto all processing the Autonoment. a. It is it extens to not the Lians made persuant to the Autrement to produce as the experience of the programmer.
- and page of the second 2. Application of Payments (1999) and (1999) does at the open of the first of the Lindberg and the Agreement and planagraph 3 based on the strength of the control of the property of the agree of the Agreement feed and charges pay die product to the Agree over the Control of the process of the open part of the Agree over the Agree over
- to complete trees and impossible is all buildble to the Pegasts Care, in a request someth discussion and multipage discrete agreement of a configuration of a configu 3. Charges, Lans to a two darges, are a mean perpending and a second to provide the second appeal as suit buildble to the Perperty what the expensive expens
- 4. Hazard Insurance insurance of except to legal consists of which the property of the Property in and against four by the chargeds of our consists of the specific property of the specific propert

syrequite provided that to refer shall not require that the association is a browning exceed that amount of coverage recording to the sums secured of the sums of the example of the examp A Commence of the Commence of controlled on a 4-boundary and the security of this Meet page of our theoretic anglatest. If such or storation or repeat is not conferencially a controlled to the agent of the formation of processes of about the agent of the security of the Meet agent with the security of the order of the agent of the security of the security of the agent of the security of the security of the agent of the ag Harrist Control of the Control of th 1.0

The content of the co to the sale or any

- recovery and manufacture of Property Leaseholds, Condonlinums, Planned Unit Developments. Bottower shall seep the Property in good representation of the Property and shall see the provision of any income of the Morrappe of any income of the Morrappe of any income of the Morrappe of the provision of the American and planned under the elegenest that provide and opposition of the provision of the Preservation and Maintenance of Property, Leaseholds, Condominiums, Planned Unit Developments. Borrower, shall keep the Property in good zepos
- 6. Protection of Lender's Security of the service of the Property including the meets contained in this Athering Cold may a table of the contained of the Athering Cold may a table of the property including the service of the Property including the service of the Property including the service of the property in the service of the property in the service of the ser

or product of the relation of the production of the from open and temperature of the Property provided that Condens shall give Boar over on a relative to readmentable rugger there of property To London's interest in the Property

8. Condemnation. The proceeds of paid to conder to the event of a total the excess. Tuny paid to Borrower of the Property, or part thereof, of to come strice it lieu of the property the proceeds small be applied

If the Property is abandoned by Borrower, or d, after notice by Cender to Borrower that the condemnor offers to had or active a came for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any or opplication of proceeds to principal shall not exceed or postpone the due date.

Unless Lender and Borrower otherwise agree in writing, and in of any payment due under the Agreement or change the amount of such payment.

- 9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agricoment or this Mortgage granted by Levider to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower size ressets in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify. any term of the Agreement or this Mortgage by reason of any demand made by it e ariginal Borrower and Borrower's curressors in interest
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The principlement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage of afforded by law or equity, and may be exercised concurrently, independently or successively
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall be dual the rights betweinder shall mure to the respective successors and assigns of Lender and Borrow et All cover ants and agreements of Borrow et shall be jeint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement
- 13. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such affects as Bust werr may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail return recent requested to Lender address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein
- 14. Governing Law; Sevulability. This Mortgage shall be governed by the law of the State of Illinois for the event that any provision of a law of this Mortgage or the Agreement with this Mortgage or the Agreement with the Agreement which can be given effect without fae conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be several or
- 15. Borrower's Copy. Borrower's copy and be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordations hereof
- 16. Revolving Credit Loan. This More age is given to secure a revolving credit loan and shall secure not only presently existing indebteaness under 16. Revolving Credit Loan. This Moil/gage is given to secure a revolving credit loan and shall secure not class present viriasting material and the Agreement but also future advance is whether such advances are obligatory or to be made at the option of the Londer in otherwise, as monoid within 20 years from the date hereof, to the rame extent as it such future advances were made on the date of the rate other of the Mortgage attnoord there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedows secured herein, which story at the time any advance is made. The lies of this Mortgage shall be valid as to all indebtedoess secured herein, according future introduces. From the at the time any advance is made. The lies of this wortgage shall be valid as to all indements set tree hims. It could be exactly a time of its filling for record in the recorder's or registrar's office of the county in which the Property is located. The total about to fit detrements secured hereby may increase or decrease from time, but the total unpaid halance of adobtedness secured hereby any ordering distancent which the Lender may make under this Mortgage, the Adreement, or any other document with respect thereto, at any one time outstanding shall not exceed a maximum principal amount of \$ 250,000. In plus interest thereon and any distancent rits made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements rail such indebtedness being neternalizer in ferred to an operation. the 'maximum amount secured hereby'). This Mortgage lieture valid and have priority over all subsequent liens and encombrarces including statutory liens, excepting solely taxes and assessments levied on the froperty to the extent of the maximum amount recurred hereby.
- 17. Termination and Acceleration. Lender at its option may remain the availability of roans under the Agreement performs owned by Borrower to lender under the Agreement to be immediately due an imagable, and enforce as rights under it is Mortgage if a Borrower falls to make any payment due under the Agreement and secured by this Mortgage. It is Borrower acts or falls to act to a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any tight of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or collarly application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Fig. 20 or an interest therein in sold, trainferred, encumbered or Collection to comply with any coverant or agreement, excluding the creation of it lies or encumbrance subordinate to this Mortgage, the Borrower falls to comply with any coverant or agreement in this Mortgage or the Agreement in indiang, but not imited to croasonable attorney's fees, and costs of documentary evidence, abstracts and title reports. of documentary evidence, abstracts and title reports

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional Security Increment. Borrower hereby assigns to center the rents of the Property, provided that Borrower shall, prior to acceleration under paragrap 5.77 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time poor to the experited of any period of teden above Upon acceleration under paragraph 12 herebil of abandonment of the Property and at any time path (a) in expendition of the Property and to select the rents of the Property including those past due. All tents collects the Tender of the extri shall be appeared first to payment of the costs of management of the Property and collection of rents including that not accelerate the personance of receiver's fees, promoting to receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender accelerate shall be liable to account ends for those rents actually received

those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without Charge to Borrower, Lender shall pay all costs of recordation, if any Living ALLACHED UPON ASID MAIN. A PARL III (I) III.

20. Waiver of Homesteed. Borrower heighty waives all right of homesteed exemption in the Property IN AST MATH. A PARL HEIGHT. IN WITNESS WHEREOF, Borrower has executed this Mortgage. ATASALLE NATIONAL TRUST, N. L. Successor Trustee to ATTEST:

BY: 9. Ket Stilver

ATTEST: Che Willer

ASSISTANT SECRETARY

LASALLE NATIONAL BANK AS TRUSTER UNDER TRUST NO. 109062 DATED OCTOBER 31, 1984and not personally week

State of Illinois	Type or Protinging
County of .COOK	
Evelyn Moore	a Notary Public in and for said rounts and state, do hereby certify the
J. Kit Silver, Asst. Vice President	and William Dillon, Asst. Secretary personally known to m
to be the same person(s) whose name(s) ATB subscribe	ed to the foregoing instrument, appeared before the $t \sim z_{m{a}m{v}}$ is person and acknowledge
that , theY , signed and delivered the said instrume	ent as — their free and voluntary act for the lists and purposes there is set for t
Given under my hand mandanar sear this	day of September 19, 90
(SEAL) Evelyn F. Moore	day of September 19, 90

My Commission Extires Aug. 9, 1993

This Instrument Prepared By and return to:

LaSaile National Bank 135 South LaSalle Street Chicago, Illinois 60603

My Commission Expires

DeLois Davidson L-12

Notary Public, State of Illinois

Form 733 (Rev. 10 89)

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LAND	TRUST	RIDER	то	MORTGAGE

	This	Ride	r is	dated	SE	PTEMBE	R 13		. 190	າດ ຂກເ	l is a	part	of and
amends	and	supp	lemen	ts th	e Mor	tgage,	("Mortga	age")	of th	ie same	date	execu	ited by
		.,					red by an Salle	r Equ	ity Li	ine of	Credi	t Agre	ement.
a					ban	king a	ssociatio						e
covers _MILWA							Mortgage	and	locat	ed at:	711	N.	

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage), includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by 'nt Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon, shall, at LaSalle's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without LaSalle's writter permission. "Sale or transfer" means the conveyance of property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasthold interest with a term greater than three years, least-option contract, assignment of beneficial interest in a land trust of any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (i) the creation of a lien or encumbrance subordinate to the Mortgage; (ii) the creation of a purchase roney security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon the death of a joint tenant.
- C. The Trustee warrants that it possess full lower and authority to execute the Mortgage.
- D. The Mortgage is executed by the Trustee, not consonally but as Trustee in the exercise of the authority conrected upon it as Trustee under Trust No. 109063. The Trustee is not personally liable on the Agreement secured by the hortgage, nor is Trustee liable for (i) any indebtedness arising pursuant to the terms of the Mortgage; or (ii) the performance of any comenant, either express or implied contained in the Mortgage. (1) such liability, if any, is hereby expressly waived by LaSalle.

MAR EALERS ASSAULTED BLUELD AND MADE A FORE PER C.

Green Andrews Child in benneh

ATTEST:

By: Trustee From VICE PERSONNE

LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST Its:NO. 109062 DATED OCTOBER 31, 1984

Planoston for fore

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED Sept. 13, 1990UNDER TRUST NO. 109062

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

36.47.587

HERETO AND MADE A PART HERE

UNOFFICIAL COPY

RIDER ATTACFED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED September 13, 1990 UNDER TRUST NO. 109062

This Mortgags or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL RUST, N.A., not personally, but as Trustee under Trust No. 109062 in the esercise of the power and authority conferred upon and vested in it as such Trus (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understrod and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or call said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now of nereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are consersed, the legal holders of the note and the owner or owners of any indebtodress accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the vanner herein and in said note provided or by action to enforce the personal liability of the guarantor or Clart's Office guarantors, if any. Trustee does not warrant, unammify, defend title nor is it responsible for any environmental damage.

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