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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 28, The mortgagor is First National Bank of Northbrook, not individually, but solely as Trustee under Trust Agreement No. 399 dated June-287-1968 ("Borrower"). This Security Instrument is given to Exchange National Bank of Chicago, a national banking association organized and existing under the laws of the United States, and whose address is 120 South LaSalle Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal amount of Two Million Two Hundred Thousand Dollars (U.S This debt is evidenced by Borrower's note dated \$2,200,000.00). the same date as this Security Instrument ("Note"), which provides for quarterly payments of interest and, if not paid earlier, a balloon payment of the full principal amount December 31, 1990. This Security Instrument secures to Lender:)(a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 hereof to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See Exhibit "A"

P.I.N. 17-03-111-002

which has the address of 1258 N. Lake Shore Drive, Chicago, Illinois, 606100("Property Address").

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day quarterly payments of interest are due under the Note,

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until the Note is paid in full, a sum ("Funds") equal to one-fourth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds and 11 be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Lender shall give to Borrower, without charge, an annual Funds. accounting of the Funds showing credits and debits to the Evnds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of

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

Upon payment in full of all sums secured by this Security
Instrument, Lender shall promptly refund to Borrower any Funds
held by Lender. If under paragraph 19 the Property is sold or
acquired by Lender, Lender shall apply, no later than immediately
prior to the sale of the Property or its acquisition by Lender,
any Funds held by Lender at the time of application as a credit
against the sums secured by this Security Instrument.

- 3. Application of Payments. Urless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges (up under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly

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to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the relder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If, under paragraph 18, the

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Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds.
 Borrower shall not destroy, damage or substantially change the
 Property, allow the Property to deteriorate or commit waste. The
 Borrower 25211 not initiate, permit, or allow a voluntary lapse or
 any extinguishment of any Facade Easement or Conservation Right
 Agreement granted by Borrower to the Landmark Preservation Council
 of Illinois or any similar organization at the date hereof or at
 any date subsequent here(o. If this Security Instrument is on a
 leasehold, Borrower shall comply with the provisions of the lease,
 and if Borrower acquires fee title to the Property, the leasehold
 and fee title shall not merge unless Lander agrees to the merger
 in writing.
- 7. Protection of Lender's Rights in the Property; Security
 Instrument Insurance. If Borrower fails to perform the covenants
 and agreements contained in this Security Instrument, or there is
 a legal proceeding that may significantly affect Lender's rights
 in the Property (such as a proceeding in bankruptcy, probace, for
 condemnation or to enforce laws or regulations), the Lender may do
 and pay for whatever is necessary to protect the value of the
 Property and Lender's rights in the Property. Lender's actions
 may include paying any sums secured by a lien which has priority
 over this Security Instrument, appearing in court, paying

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reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property (including but not limited to any Facade Easement or similar preservation right), or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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

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

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

Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or

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refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- Liability; Cc-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.
- Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to

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the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms Lander, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause in this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any

troom rewarred by his latertaries of theist attroperiods . It South in a day open notice on the thing the right as he have and to estar the many agentity for interstandard, before and of the Trigost star at temperal and recording the sentation of the second trigost grigos a single opinaronas daemanei s la grino (d) er e resser evil induced upon (r) cressors of Ind torus and Edibusos we let a resource and (Jedersy and I ville now eight and not able of Alexon and fill the course its gingigat yandsbrus (a) than draw arity selsons on that while this bur was paramed that a hard Colo texture material be a traver of the five five the private of the street of the science of the analysis and the production of the party of the contract of th limited in. researched afterneys (fees, and (ii) tokes much antrom etels, to mean and that secures or every visit more year cabled re-Li Bağığınağığını saan mir adalışı və Podand . an mer teni yili sabini borrowers of a clienter to gay the sims seconds by this securifies Tyd depended and so mostly borger or and the Thorse tension tous becomes another the end besides are surrectly discuss a hereby sading every fully effective as in no acceleration that or success. Bonness, this is and to recently substitute and the more apply so and on of crafted under paragraph 12 by 19.

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covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, receclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

20. Lender in Possession. Upon acceleration under paragraph
19 or abandonment of the Property at any time prior to the
expiration of any period of redemption following judicial sale,

consensed of a grounded the builty sectifies appropriate (but not no water time to be a second of the state of the stat established parties. The explicating of lade and land plants in the course were indeed and to don't be ten in the first of the day of the property of the contract of rounce the control of the finding which has been been been been been been the exertist foul (b) fine about and demi stocked, and notice at a construct tan inverse the fault on the backet the days appointed in the potion and in the comparation of the particle and as a contract for led like of sachae yellossopigiski kakaking lyddornagar oedd a chenson gant stabile and the fewerest acceptational continue in the continue sort is given by will be drawer of the well book of the object of the entrice of alottale fara, ale la la company de la company la transferi de la de l'autille de la company de la c decimal to the case of the article and the and the convertence. If the is out out add from a setote and one out to he have some in a tractor (14) at the design of the country and appear who can be derived to the consensus consisting restante. Including the company happy graingers will be stored by securious and the go Interfout 46, topour tens gridopad aid accepting an incomes washing the stational being the difference and the second selimentary a theorems of elegating the regardances provided in this paragraph 19. includit, and the best trained to respond the attorners tree and root marana with a ba

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

- 21. Release. Upon payment of all sums secured by this Security Instrument, Lengar shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

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/X/ Adjustable Rate Rider // Condominium Rider

// 2-4 Family Rider // Graduated Payment Rider

// Planned Unit Development Rider // Other(s) [specify]
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23. Ridorn to this Security instrument. It one or mare all this stands of the contract of the contract of the court of the same and antisometry instrument of the court of the same and shall amond and same the contract of this Security Inscriment as it the same in the court of this Security Inscriment as it the same in the court of this same in the same in the same in the same instrument.

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SUBJECT TO TO HERETO AND

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and any rider(s) executed by Borrower and recorded with it.

> FIRST NATIONAL BANK OF NORTHBROOK,

> > not individually, but solely as Trustee under Trust

ATTEST:

County Clarks This mortgage is executed by First National Bank of Northbrook, not personally but as Trustee as afore said, 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 more case herein 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 shall be construed as creating any liability on First National Bank of Northbrook 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 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 any co-signer, endorsar or guarantor of said note.

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BY SIGNING BELOW, Borrower accepts and agrees to the corrections of the clerical errors as set forth on the first page of this Security Instrument.

February

Dated: JANXIEKKY 1 , 1990.

FIRST NATIONAL BANK OF NORTHBROOK, not individually, but solely as Trustee under Trust Agreement No. 399 dated May 27, 1988

By: Vice President

ATTEST:

By: ______Trust Officer

STATE OF ILLINOIS) SS

COUNTY OF COOK)

I, Kathleen M. Karlson , a Notary Public in and for said County, in the State aforesaid, DO HIREPY CERTIFY that __, Vice President of FIRST NATIONAL Virginia L. Swift BANK OF NORTHBROOK, and Carol A. Pumphrey Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this <u>lst</u> day of February A.D. 19 90.

" OFFICIAL SEAL"
KATHLEEN M. KARLSON
NOTARY FUSIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/31/92

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STATE OF ILLINOIS) COUNTY OF COOK __, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared _ , known to me to be the Trust Officer and Secretary of First National Bank of Northbrook, a corporation, and each acknowledged to me that he/she/ executed and delivered the above and foregoing Agreement as his/her/ free and voluntary act, for the uses and purposes set forth in said Agreement. IN WITNESS WHEREOF, me have hereunto set my hand and official seal this ____ day of ___ Notary Public

My Commission Expires: Unit Clarks o

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COUNTY OF COOK

ANNICATION Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and Marywork Trust Officer respectively. Appeared before me this day in person and seal of said Bank did affix said comparate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, an officer ald also then and there acknowledge that she as custodian of the corporate I. Kathleen M. Karlson Notary Public in and for said County, in the State aforesaid, by HEREBY CERTIFY that Virginia V. Swift Vice President of FIRST NATIONAL BANK OF NORTHBROOK, and Carol A. Pumphrey aforesaid. for the uses and purposes verein set forch; and said XXXXXXXX Trust acknowledged that they alkned and delivered and instrument as their own free and voluntary act, and as the free and voluntary act of said hank, as Trustee as Irustee as aforesaid, for the uses and purposes therein sec forth.

29th day of December GIVEN under my hand and Hotarial Seal this

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A.D.19

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/31/92

OFFICIAL SEAL "
THLEEN M KARLSON

KATHLEEN M

EXHIBIT A

Lot 2 in Durkee's Subdivision of that part West of Lake Shore Drive of Lot 1 in Block 7 of H. O. Stone's Subdivision of Astor's Addition to Chicago, according to plat of Durkee's Subdivision recorded as Document 2208811 in Chicago, Illinois Section 3, Township 39, Range 14.

PIN: 17-03-111-002

This Document Prepared By and
To Be Returned To:
Susan E. Thrower
Schwartz, Cooper, Kolb & Gaynor
Two First National Plaza
Suite 1100
Chicago, IL 60603

EXHEREFEL A

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ADJUSTABLE RATE RIDER TO MORTGAGE

THIS ADJUSTABLE RATE RIDER is made this 29th day of December, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Mortgage") of the same date giver by the undersigned (the "Mortgagor") to secure a note (the "Note") to THE EXCHANGE NATIONAL BANK OF CHICAGO (the "Lender", of the same date and relating to the following premises described in the Mortgage:

The premises at 1258 N. Lake Shore Drive, Chicago, Illinois

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE CAN CHANGE AT ANY ONE TIME, AND THE MAXIMUM RATE OF INTEREST CHARGED ON THE NOTE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES.

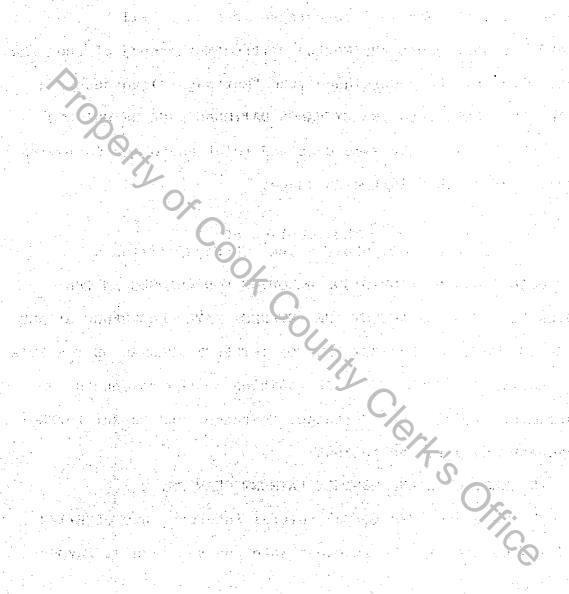
The Note provides for an initial interest rate of % 1/2%, and for changes in the interest rate and the regular payments as follows:

(A) Rate and Payment Charges

The interest rate Mortgagor will pay may change on the same day as a change in the Reference Rate, as defined herein. If the increase in interest rate requires a change in any regular payment, the payment change will take effect on the first

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payment due date after Lender provides notice of the change to the Mortgagor.

(B) The Reference Rate

The Reference Rate is the Prime Rate announced from time to time by The Wall Street Journal. The Reference Rate is not intended to be the lowest or most favorable rate of interest at any one time. Said rate shall fluctuate and be effective when and as said Reference Rate fluctuates. The Lender is not obligated to give prior notice of such fluctuations. Interest shall be computed on the basis of a 360-day year and thirty (30) days per month, unless otherwise specified herein.

(C) Calculation of Changes

The Lender will calculate the new interest rate by adding the amount of the percentage increase to the previous Reference Rate. Subject to the limits stated in Faction 4(d) below, this amount will be the interest rate until the next change.

If the payment is not sufficient to pay interest and principal, the Lender reserves the right to demand an increase in the regular payment or in the final payment (whichever it shall choose).

(D) Limits on Interest Rate

The interest rate will never be greater than 18% per annum.

(E) Effective Date of Changes

The new interest rate will become effective on the date the Reference Rate changes. The amount of the quarterly payment will be paid beginning with the first regular payment due after the receipt of advance notice of the change of payment is 30059849

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required by law.

(F) Notice of Changes

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The Lender will deliver or mail to Mortgagor notices of changes in accordance with applicable law and regulation. The notice will include information required by law to be given to Mortgagor.

BY SICNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

FIRST NATIONAL BANK OF NORTHBROOK, not individually, but solely as Trustee under Trust Agreement No. 399 dated

By: Juginia L. Surfe

ATTEST:

By: Clark a Gumphicy

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C/o/4's Office

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STATE OF ILLINOIS)
COUNTY OF COOK)

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COOK COUNTY RECORDER

This Document Prepared By and Copy To Be Returned To: Susan E. Thrower Schwartz, Cooper, Kolb & Gaynor Two First National Plaza Chicago, IL 60603

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| | and <u>Carol A. Pumphrey</u> | ist Officer thereof, personally known to me to be the same persons who sarthed to the foregoing instrument as such Vice President Trust Officer respectively, apporte, before me this day in person an | that they signed and delivered and instrument as their own free and . And as the free and voluntary act of said bank, as Trustee as It the uses and purposes there a set forth; and said wesdowner Trust | lso then and there acknowledge that she as custodian of the corporate Bank did affix said corminate seal of said Bank to said instrument as | n set forth. December A.D.19 | 30 0016 / // - 24 |
|----------------------|---|--|--|--|---|--|
| | n M. Martson. 1d. DO HEREBY CERTIFY that Virginia L. OF FIRST NATIONAL DANK OF NORTHBROOK, and Carol A. Fumphrey | f, personally known to mi regoing instrument as su spectively, apprare, bef | at they signed and delivered and instrument as their own from and as the free and voluntary net of said bank, as Trustee as the uses and purposes there a sec forth; and said wesdenous | ld corners seal of sal | oresaid, for the uses and purposes therein set forth y hand and Notarial Seal this 29th day of December | 9059819 Jahle |
| COUNTY OF COOK) SS: | State aforesaid, no HEREBY CERTIFY that Virginia L. Carol A. Fumphrey | | acknowledged that they signed a voluntary act, and as the free aforesaid, for the uses and pur | Officer ald also then and there seal of said Bank did affix sai | | KATHLEEN M. KARLSON NOTARY PUBLIC, STATE OF L. 1. OC. MY COMMISSION EXPIRES 10/31/92 |