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This instrument was prepared by:

FRANK S. WROBEL, Attorney at Law
(Name)
1141 N. Damen Avenue
(Address)
Chicago, Illinois 60622

90227921

MORTGAGE

LA SALLE NATIONAL BANK, as Successor Trustee to LA SALLE NORTHWEST NATIONAL BANK, Formerly known as**

THIS MORTGAGE is made this 10th day of May 1990, between the Mortgagor, Northwest National Bank of Chicago, not personally, but as Trustee, D/T/B, dated 4/4/88, TRUST# 26-8542-00 (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO, a corporation organized and existing under the laws of Illinois, whose address is 7054 Jeffery Avenue - Chicago, Illinois 60649 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Thousand ***** (\$500,000.00) ***** NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated 11/22, 1988 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1989

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 2) hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 35 IN BLOCK 7 OF GEORGE C CAMPBELL'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 16-09-206-031

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DEPT-01 RECORDS 615.00
T99999 TRAM 2309 08/18/90 14:45:00
\$2710 + ** 90-227921
COOK COUNTY RECORDER

which has the address of 4932 West Huron Street, Chicago, Illinois 60644 (herein "Property Address");
(State and Zip Code)

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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7. Protection of Lender's Security. If borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which adversely affects lender's interest in the property, including, but not limited to, eminent domain, insolvency, foreclosure, or proceedings involving a bankruptcy or decedent, then lender at lender's option, upon notice to borrower, may make such arrangements, disburse such sums and take such action as is necessary to protect lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If lender requires mortgage insurance as a condition of making the loan secured by this mortgage, borrower shall pay the premium required to maintain such insurance in effect until such time as the requirement for such insurance is terminated in accordance with borrower's and

6. Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Development. Borrower shall keep the property in good repair, and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, borrower shall perform all of borrower's obligations under the declaration of condominium or governing instrument or plan and regulations, the by-laws and regulations of the condominium or planned unit development, and consistent documents, if a condominium or planned unit development is executed by borrower and recorded together with this mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the rider were a part hereof.

5. Hazard Insurance. Borrower 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 such other hazards as lender may require and in such amounts and for such periods as lender may require. Provided, that lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the amount secured by this mortgage. The insurance carrier providing the insurance shall be chosen by borrower subject to approval by lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or if not paid in such manner, by borrower or making payment, when due, directly to the insurance carrier.

4. Charges; Taxes. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property, which may again a priority over this mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by borrower making payments, when due, directly to the payee thereof. Borrower shall promptly furnish to lender all notices of amount due under this paragraph, and in the event borrower shall promptly furnish to lender receipts evidencing such payments. Borrower shall make payment directly, borrower shall promptly discharge any lien which has priority over this mortgage; provided, that borrower shall not be required to discharge any such lien so long as borrower or shall in good faith contest such lien by, or defend enforcement of such lien in, such lien in a manner acceptable to lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the property or any part thereof.

3. Application of Funds. Lender's applicable law provides otherwise, all payments received by lender under the Note and paragraphs 1 and 2 hereof shall be applied by lender first in payment of amounts payable to lender by borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

2. Funds for Taxes and Insurance. Subject to applicable law, or to a written agreement by lender and borrower, shall pay on any Future Advances secured by this mortgage. Lender shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this mortgage. Lender shall pay, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach to the property, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by lender on the basis of assessments and bills and reasonable estimates therefor.

The Funds shall be held in an institution of the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including lender's institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents (including lender's institution). Lender may not charge for so holding and applying the Funds, analyzing said accounts or verifying and compiling said assessments and bills, unless lender, under this paragraph, borrows interest on the Funds and applicable law permits lender to make such a charge. Borrower and lender may agree in writing at the time of execution of this mortgage that interest on the Funds shall be paid to borrower, and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be required to pay borrower any interest or earnings on the Funds. Lender shall give to borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purchase for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this mortgage.

If the amount of the Funds held by lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, borrower shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Upon payment of all of all sums secured by this mortgage, lender shall promptly refund to borrower any Funds held by lender. If under paragraph 2 hereof the property is sold or the property is otherwise acquired by lender, lender shall apply, no later than ninety days after the date of the sale of the property or the acquisition of the property, any Funds held by lender at the time of application of the Funds to the sale of the property or the acquisition of the property.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this mortgage. Lender shall pay, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach to the property, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by lender on the basis of assessments and bills and reasonable estimates therefor.

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

* **LA SALLE NATIONAL TRUST, a Successor Trustee** LA SALLE NATIONAL BANK, as Successor Trustee to IN WITNESS WHEREOF, Borrower has executed this Mortgage, La Salle Northwest National Bank, formerly known as -NORTHWEST NATIONAL BANK OF CHICAGO, not personally but as Trustee Trustee No. 26-8542-00

Attests: *[Signature]* Assistant Secretary. *[Signature]* ASSISTANT VICE PRESIDENT. *[Signature]* Borrower

STATE OF ILLINOIS, *COOK* County ss:

I, **HARRIET DENISEWICZ**, a Notary Public in and for said county and state,

do hereby certify that **Corinne Bok** ASSISTANT VICE PRESIDENT **WITTEN H. DILLON**

ASSISTANT SECRETARY personally known to me to be the same person(s) whose name(s) **A.E. T.Y.**

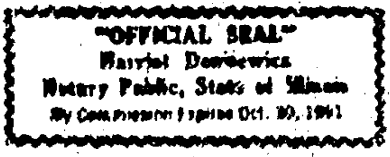
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **he**

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein

set forth.

Given under my hand and official seal, this **15** day of **MAY**, 19**90**

My Commission expires:



Harriet Denisewicz Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Return to BOX 27

3022

12672200

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGES
DATED May 19 1992 UNDER TRUST NO. 920854-02

This Mortgage or Trust deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. ~~920854-02~~ in the exercise of the power and authority conferred upon and vested in it as such Trustee (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 understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on 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 mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter 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 concerned, the legal holders of the note and the owner or owners of any indebtedness 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 manner herein and in said note provided or by action to enforce the personal liability of the grantor or guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

FORM X0153
5-1-90

Office

Trustee's Signature (to be placed here)

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Property of Cook County Clerk's Office

TRUSTEE'S DEED IN TRUST

90227922

DEPT-01 RECORDING 169999 TRAM 5227 05/16/90 14:46:08 \$13.00 #2711 90-227922 COOK COUNTY RECORDER

2/86-WP

The above space for recorder's use only.

THIS INDENTURE, made this 10th day of May, 1990, between JEFFERSON STATE BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Trustee in pursuance of a trust agreement dated the 1st day of December, 1981, and known as Trust Number 1098 party of the first part, and LASALLE NATIONAL BANK as Trustee under Trust Agreement dated April 1, 1988 and known as Trust No. 26-8542-00 party of the second part.

Grantee's Address: 135 S. LaSalle Street, Chicago, IL

WITNESSETH, that said party of the first part, in consideration of the sum of TEN Dollars, and other good and valuable consideration, in hand paid, does hereby quit claim and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois to-wit: Lot 35 in Block 7 of George C. Campbell's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXEMPT UNDER REAL ESTATE TRANSFER ACT, SEC.

PAR. E & COOK COUNTY ORD. 95104 PAR. E

DATE 5/16/90 SIGN. [Signature]

P. I. N.: 16-09-206-031

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or any terms, in whole or in part, to execute grants of options to purchase, to execute contracts to sell or any terms, in whole or in part, to convey the real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of time; and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals, to execute grants of easements or charges of any kind; to assign, convey or assume any right, title or interest in or about or appurtenant to the real estate or any part thereof, and to deal with the title to said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of any person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust agreement and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the trust agreement or in any amendments thereto and binding upon all beneficiaries; that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Grantor by the terms of said deed or deeds in trust, pursuant to the trust agreement above mentioned. This deed is subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date hereof.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer this 10th day of May, 1990.

JEFFERSON STATE BANK As Trustee as Aforesaid, Grantor

By: Penelope Jackson Trust Officer Lou Ann T. Silvestri Asst. Trust Officer

This conveyance is made pursuant to a direction authorizing the party of the first part to convey directly to the party of the second part.

This space for affixing Riders and Revenue Stamps.

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13 [Signature]

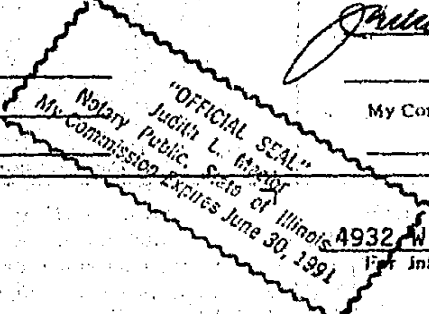
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STATE OF ILLINOIS }
COUNTY OF COOK } SS

On May 14, 1990, the foregoing instrument was acknowledged before me by
Penelope Jackson Trust Officer
of JEFFERSON STATE BANK, an Illinois corporation and by Lou-Ann T. Silvestri
Asst. Trust Officer of said Bank, who affixed the seal of said Bank, all on behalf of said Bank.

This instrument was prepared by:
JEFFERSON STATE BANK
By: Penelope Jackson
5301 W. Lawrence Avenue
Chicago, IL 60630

Judith L. Hagan
_____, Notary Public
My Commission Expires: _____



DELIVERY

NAME _____
STREET _____
CITY _____
BOX: 27 OR _____

4932 W. Huron, Chicago, IL
For information only. Insert street address of above described property.

Send subsequent Tax Bills to:
Name _____
Address _____

30227922

Property of Cook County Clerk's Office