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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUL 24 PM 1:33

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Property Address:
25 E. Delaware
Chicago, Illinois 60611

P.I.N. 17-03-216-005

THIS IS NOT HOMESTEAD PROPERTY
(Space above this line for recording purposes)

REAL ESTATE MORTGAGE

To Secure a Loan
From LAKESIDE BANK

1800

D4
7267553
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1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is July 16, 1990, and the parties and their mailing addresses are the following:

MORTGAGOR:

mail
LAKESIDE BANK AS TRUSTEE U/T/A DATED 7-10-90
AK/A TRUST NO. 10-1460 & NOT PERSONALLY
141 W. JACKSON BLVD SUITE 1212
CHICAGO, IL. 60604
Tax I.D. # _____

BANK:

LAKESIDE BANK
an ILLINOIS banking corporation
141 W. Jackson Blvd, Suite 1212
Chicago, Illinois 60604
Tax I.D. # 38-2583514
(as Mortgagee)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. a promissory note, No. 3305 (Note) dated July 16, 1990, and executed by LAKESIDE BANK AS TRUSTEE U/T/A DATED 7-10-90 A/K/A TRUST NO. 10-1460 & NOT PERSONALLY (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$1,250,000.00, and all extensions, renewals, modifications or substitutions thereof.
- B. all future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in Subparagraph D of this paragraph whether or not this Mortgage is specifically related to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. all other obligations, now existing or hereafter arising, by Bank to Borrower to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

However, this Mortgage will not secure another debt:

- A. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

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 Bank's interest therein, shall not exceed the sum of \$2,500,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

4. 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), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK COUNTY, ILLINOIS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and

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Property of Cook County Clerk's Office

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In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property; the phrase "sell or transfers" means the conveyance of any right, title or interest in the Property, whether voluntarily or involuntarily, by outright sale, deed, installment contract sale, and contract for deed, leasehold interest with a term greater than three years, lease-option contract or any other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, chose

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, of the property or any portion thereof, by Mortgagee. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract 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 mail, by certified mail or otherwise, Mortgagee notice of acceleration to the address of Mortgagee shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagee shall pay the sums declared due. 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 on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and this 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 thereunder, or
B. A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed of trust, trust deed, or any other document or instrument evidencing,
C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in guarantying, securing or otherwise relating to the Obligations; or
D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral;
E. The death, dissolution or insolvency of, the appointment of a receiver by, or on behalf of, the assignor for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property or Collateral is impaired; or
G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium, escrow or or before its due date; or
H. A material adverse change in Mortgagee's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or Collateral or repayment of the Obligations; or
I. A transfer of a substantial part of Mortgagee's money or property; or
J. 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. LIENS 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 might 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. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from July 15, 1980, on the unpaid principal balance at an annual rate equal to 1 percentage point above Bank's Prime Rate, as adjusted and announced from time to time until the Note matures or the obligation is accelerated. The Prime Rate, plus 1 percentage point, may also be referred to hereafter as the "Contract Rate".
"PRIME RATE" or "PRIME" means the rate of interest announced by the Bank as its PRIME RATE. That Prime Rate will fluctuate from time to time. The effective Contract Rate today is 11%, which is the sum of Bank's Prime Rate (10%) plus 1 percentage point. Bank's Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Prime Rate is only an index rate from which interest rates actually charged to customers may be measured. 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. The Prime Rate is a benchmark for pricing certain types of loans. Depending on the circumstances, such as the amount and term of the loan, the creditworthiness of the borrower or any guarantor, the presence and nature of collateral and other relationships between a borrower and Bank, loans may be priced at, above or below the Prime Rate. All adjustments to the Contract Rate will be made on each day that the Prime Rate changes. Any increase to the Prime Rate may be carried over to a subsequent adjustment date without resulting in a waiver or forfeiture of such adjustment; provided an adjustment to the Contract Rate is made within one year from the date of such increase. Any change in the Contract Rate will be in the form of different payment amounts. After maturity or acceleration, the unpaid balance shall thereafter bear interest at the rate specified in the Note. 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, unless otherwise required by applicable law. If or when no principal amount is outstanding, any excess interest shall be returned to Borrower. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

4. A PRINCIPAL PAYMENT OF ONE HUNDRED THOUSAND & 00/100 DOLLARS (\$100,000.00) IS DUE JULY 15, 1981. ALSO, A PRINCIPAL PAYMENT OF TWO HUNDRED THOUSAND & 00/100 DOLLARS (\$200,000.00) IS DUE JULY 15, 1982. ACCRUED INTEREST IS DUE QUARTERLY BEGINNING OCTOBER 15, 1980 AND CONTINUING ON THE SAME DAY OF EACH QUARTER THEREAFTER UNTIL MATURITY.

3. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in guarantying, securing or otherwise relating to the Obligations; or

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10. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagee hereby consents to such appointment, a receiver 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.
11. PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, fees, 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).
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 and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" which shall name and endorse Bank as mortgagee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material change in coverage.
13. WASTE. Mortgagee shall not allow 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, which cutting or removal would adversely affect the value of 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, 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 Mortgagee's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.
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, 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 attorneys' 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 Mortgagee, or 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 dical; 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 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 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, as Bank's sole option, may make such appearances, disburse such sums, and take such 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 said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.
18. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limiting the generally thereof, filing fees, stenographer fees, witness fees, costs of publication, costs of publication of like, 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 payments 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

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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 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. Mortgagee 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. 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.

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 the Mortgage, whether due or not, all in such order and manner as Bank may determine. 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, Mortgagee 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, the Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or 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.

21. WAIVER BY MORTGAGEE. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee 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. marshaling of liens and assets; and
- G. status of liens.

In addition, redemption by Mortgagee 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, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure or such unpaid balance of the Obligations.

23. BANK MAY PAY. If Mortgagee fails to pay when due any of the terms it is obligated to pay or fails to perform when obligated to perform, 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 the Bank's sole discretion, the interest of Bank in the Property.

Mortgagee 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. Mortgagee 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 Mortgagee'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 Mortgagee'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 its acceleration 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 details, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due 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 Mortgagee and Bank.
- D. GOVERNING LAW. This Mortgage shall be governed by the laws 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 either gender shall be applicable to both genders.
- H. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage.
- I. 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.

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Property of Cook County

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

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

OFFICIAL SEAL
STEVEN H. TOBIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/22/93

NOTARY PUBLIC

On the 11th day of July, 1990, I, the undersigned, a notary public, certify that BY; and 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 read the instrument as their free and voluntary act for the uses and purposes set forth.

BY: *[Signature]* for LAKEVIEW BANK AS TRUSTEE U/T/A DATED 7-10-90 A/K/A TRUST NO. 10-1480 & NOT PERSONALLY, personally

as:

STATE OF ILLINOIS
COUNTY OF COOK

BY: *[Signature]* VICE PRESIDENT & TRUST OFFICER
BY: *[Signature]* ASSISTANT SECRETARY
ATTEST BY:

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

LAKEVIEW BANK AS TRUSTEE U/T/A DATED 7-10-90
A/K/A TRUST NO. 10-1480 & NOT PERSONALLY

MORTGAGOR:

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.

26. 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.

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Property of Cook County Clerk's Office

P.I.N. 17-03-216-005

Property Address:
25 E. Delaware
Chicago, Illinois 60611

County, Illinois.

of beginning (except the West 30 feet thereof) in Cook
North on the East line of said Block 52.53 feet to the place
straight line to the East line of said Block, running thence
corner of said Block, running thence Easterly on said
said East line at a point 52.53 feet South of the Northeast
nues East to the East line of said Block would intersect
from which a straight line running South 88 degrees 45 mi-
with the East line of said Block about 50 feet to a point
or formerly of Mathias Roos; running thence South, parallel
running West 169 feet and six and one-half inches to land now
follows: Beginning at the Northeast corner of said Block
Range 14, East of the Third Principal Meridian described as
South fractional quarter of Section 3, Township 39 North,
that part of Block 15 in Canal Trustees' Subdivision of the

LEGAL DESCRIPTION

ATTACHED TO AND FORMING A PART OF A MORTGAGE/ASSIGNMENT OF RENTS DATED
7-16-90 BETWEEN LAKEIDE BANK AS TRUSTEE u/t/a DATED 7-10-90 a/k/a TRUST NO. 10-1460
& NOT PERSONALLY AND LAKEIDE BANK.

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Property of Cook County

This Mortgage or Trust Deed is executed by LAKEVIEW 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 LAKEVIEW 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 assignor, endorser or guarantor of said Note.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF