

# UNOFFICIAL COPY

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## MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

This Mortgage is made as of December 20, 1990, by and between LASALLE NATIONAL TRUST, N. A. as trustee under trust agreement dated December 18, 1979, and known as Trust No. 10-36319-09/ having an office located at 120 South LaSalle Street, Chicago, Illinois (the "Trustee"), and LASALLE NATIONAL BANK, (formerly known as Exchange National Bank of Chicago), a national banking association, having its main office at 120 South LaSalle Street, Chicago, Illinois 60603 (the "Mortgagee");

\$ 27.00

### WITNESSETH:

WHEREAS, Engle Store Fixture Co. (the "Maker") is justly indebted to Mortgagee in the principal sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000), evidenced by that certain Mortgage Note of Maker dated as of December 20, 1990, made payable to the order of and delivered to Mortgagee, in and by which Note, Maker promises to pay the such principal sum and interest thereon as set forth in the Note;

WHEREAS, the unpaid principal of the Note shall bear interest prior to maturity or the occurrence of a default at the rate of interest announced from time to time by Mortgagee as its Prime Rate plus 1% and following maturity or the occurrence of a default at the Prime Rate plus 3% (the "Default Rate") (such Note and any and all notes issued in renewal thereof or in substitution or replacement thereof are hereinafter referred to as the "Note"). Each installment shall be paid at such place as the holder of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of LaSalle National Bank, 120 South LaSalle, Chicago, Illinois 60603.

NOW, THEREFORE, in consideration of Mortgagee and as security for (a) payment of the debt evidenced by the Note and any and all other sums due and payable in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby (collectively, the Note, this Mortgage and all other documents executed in connection therewith are referred to herein as the "Loan Documents") including any and all extensions, modifications and renewals of the foregoing indebtedness, (b) the payment of all sums due under that certain Guaranty Agreement dated as of December 29, 1990 and signed by Mortgagor's beneficiary, including any and all amendments thereto, and (c) the performance of the covenants and agreements contained in this Mortgage, and any other instrument or document securing the Note, Mortgagor does hereby GRANT, MORTGAGE and CONVEY unto Mortgagee, its successors and assigns, the following (collectively, the "Premises"):

(a) that certain parcel of real estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, State of Illinois, which is more specifically described on Exhibit A attached hereto;

(b) all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily);

(c) If and to the extent owned by Mortgagor, all fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Premises; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting other premises of the character of the Premises;

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Harrison J. McCown, Esq.  
LaSalle National Corporation  
135 South LaSalle Street  
Chicago, Illinois 60603

PERMANENT INDEX NUMBERS:

17-17-105-008  
17-17-105-009  
17-17-105-010

PROPERTY ADDRESS:

1233-35 West Madison Street  
Chicago, Illinois

91016619

72-86-138 DA Mem

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Box 333

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and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of Mortgagee in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof;

(d) All of the right, title and interest of Mortgagee in and to any fixtures or personal property subject to a lease agreement, conditional sale agreement, chattel mortgage, or security agreement, and all deposits made thereon or herefor, together with the benefit of any payments now or hereafter made thereon;

(e) All leases and use agreements of machinery, equipment and other personal property of Mortgagee in the categories hereinafter set forth, under which Mortgagee is the lessee of, or entitled to use, such items;

(f) All rents, income (including income and receipts from the use and occupancy of any hotel rooms), profits, revenues, receipts, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits and guarantees under any and all leases, tenancies, licenses or other use agreements or arrangements now existing or hereafter created of the Premises or any part thereof (including any business conducted thereon) with the right to receive and apply the same to indebtedness due Mortgagee and Mortgagee may demand, sue for and recover such payments but shall not be required to do so;

(g) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or interest therein under the power of eminent domain, or for any cause (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(h) All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims;

(i) Any monies on deposit for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance covering the collateral described hereunder or the Premises, and all proceeds paid for damage done to the collateral described hereunder or the Premises;

(j) All substitutions, replacements, additions and proceeds, including insurance and condemnation award proceeds, of any of the foregoing property; it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinafter described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby.

As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code in effect in the jurisdiction in which the Premises are located (hereinafter referred to as the "UCC") for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants to Mortgagee as Secured Party (as said term is defined in the UCC), securing said indebtedness and obligations and Mortgagee shall have in addition to its rights and remedies hereunder all rights and remedies of a Secured Party under the UCC. As to above personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

Mortgagee covenants (i) that it is lawfully seized of the Premises, (ii) that the same are subject only to the liens, encumbrances, conditions, restrictions, easements, and other matters, rights or interests disclosed in Exhibit A attached hereto and made a part hereof, and (iii) that it has good right, full power and lawful authority to convey and mortgage the same and that it will warrant and forever defend the Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whatsoever.

As used in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest and late charges thereon, any other payments due to Mortgagee thereunder, and all other sums at any time secured by this Mortgage. Further, as used in this Mortgage, the term "Note" shall mean and include any renewals, modifications, extensions, amendments and replacements thereof.

(K) HAVE AND HOLD the Premises unto Mortgagee, its successors and assigns, for the purposes and uses herein set forth.

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4. In the event of a default in any of the provisions contained in this Mortgage or the Note secured hereby, Mortgagee may at its option, without being required to do so, apply any monies at the time of deposit pursuant to Paragraphs 3 and 5 hereof, on any of Mortgagee's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagee or to the then owner of the Premises. A security interest within the meaning of the UCC is hereby granted to Mortgagee in and to any monies on deposit pursuant to Paragraphs 3 and 5 hereof, as additional security for the indebtedness hereunder and shall be applied by Mortgagee for the purposes made hereunder and shall not be subject to the direction or control of Mortgagee; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments and insurance premiums any amount so deposited unless Mortgagee, while not in Default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of the particular taxes, assessments and insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums. Mortgagee shall not

Mortgagee's Interest in and Lien on Deposits

for any other premises not covered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such Taxes, and Mortgagee shall not have the right to apportion the amount of any such taxes or assessments for the purpose of such computation. If any such Taxes shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such Taxes shall also be a levy, charge, assessment or imposition upon or for any other premises not covered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such Taxes, and Mortgagee shall not have the right to apportion the amount of any such taxes or assessments for the purpose of such computation.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay the Taxes or any installment thereof, Mortgagee will, not later than 30 days prior to the last day on which the same may be paid without penalty or interest, deposit with such Mortgagee the full amount of any such deficiency.

Upon the occurrence of a Default hereunder and following request by Mortgagee,

3. Mortgagee shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, assessments, water charges, sewer service charges, and other charges against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Upon the occurrence of a Default hereunder and following request by Mortgagee, Mortgagee shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, assessments, water charges, sewer service charges, and other charges against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Upon the occurrence of a Default hereunder and following request by Mortgagee, Mortgagee shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, assessments, water charges, sewer service charges, and other charges against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Upon the occurrence of a Default hereunder and following request by Mortgagee, Mortgagee shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, assessments, water charges, sewer service charges, and other charges against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

Tax Deposits

2. Mortgagee shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, assessments, water charges, sewer service charges, and other charges against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

Payment of Taxes

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanical liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (f) make no alterations in the Premises; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's prior written consent; (h) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's prior written consent; and (i) pay each such item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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Stamp Tax

7. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgage, any tax is due or becomes due in respect of the issuance of the Note hereby secured, Mortgagee agrees to pay such tax in the manner required by any such law. Mortgagee

hereby or be paid to any party entitled thereto without interest. restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured surplus which may remain out of said insurance proceeds after payment of such cost of building or be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any amount of such estimated excess cost. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and all the undistributed balance of such proceeds remaining in the hands of the disbursing party shall Mortgagee immediately shall, on written demand of Mortgagee, deposit with Mortgagee in cash the amount of such estimated excess cost. If the estimated cost of completion exceeds the amount of the insurance proceeds available, then Mortgagee can verify that said work is free and clear of mechanics' liens represented by completed and in place work and that said work is free and clear of mechanics' liens and payments so that Mortgagee can verify that the amounts disbursed from time to time are correct, and Mortgagee and subcontractors' sworn statements and other evidence of furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's in the manner and under the conditions that Mortgagee may require and upon Mortgagee being where the insurance proceeds are used for rebuilding and restoration, such proceeds shall be disbursed approve plans and specifications of such work before such work shall be commenced. In any case, the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), then Mortgagee shall If the cost of rebuilding or restoring the building and improvements can reasonably exceed of at least equal value and substantially the same character as prior to such damage or destruction, adequate for such purpose, the buildings and improvements shall be so restored or rebuilt so as to be rebuilding or restoration or not, and irrespective of whether such insurance proceeds are or are not indebtedness secured hereby or to reimburse Mortgagee for the cost of rebuilding and restoration, Mortgagee shall be so restored or rebuilt so as to be so restored or rebuilt so as to be such loss. In either case, Mortgagee is authorized, to collect and issue a receipt for any such insurance money. At the option of Mortgagee, such insurance proceeds shall be applied either to reduce the Upon the occurrence of a default hereunder and following request by Mortgagee, Mortgagee shall deposit with Mortgagee, beginning on the first day of the calendar month following such request by Mortgagee and continuing on the first day of each month thereafter, an amount equal to the premiums that will next become due and payable on such policies divided by the number of months such deposits, and such deposits need not be kept in a separate account.

Adjustment of Losses With Insurer and Application of Proceeds of Insurance

6. In case of loss or damage by fire or other casualty, Mortgagee is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks, or (b) to allow Mortgagee to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized, to collect and issue a receipt for any such insurance money. At the option of Mortgagee, such insurance proceeds shall be applied either to reduce the indebtedness secured hereby or to reimburse Mortgagee for the cost of rebuilding and restoration, irrespective of whether such insurance proceeds are used to reimburse Mortgagee for the cost of said rebuilding or restoration or not, and irrespective of whether such insurance proceeds are or are not adequate for such purpose, the buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction, If the cost of rebuilding or restoring the building and improvements can reasonably exceed the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), then Mortgagee shall approve plans and specifications of such work before such work shall be commenced. In any case, where the insurance proceeds are used for rebuilding and restoration, such proceeds shall be disbursed in the manner and under the conditions that Mortgagee may require and upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, surveys of lien, contractors' and subcontractors' sworn statements and other evidence of cost and payments so that Mortgagee can verify that said work is free and clear of mechanics' liens represented by completed and in place work and that said work is free and clear of mechanics' liens. If the estimated cost of completion exceeds the amount of the insurance proceeds available, then Mortgagee immediately shall, on written demand of Mortgagee, deposit with Mortgagee in cash the amount of such estimated excess cost. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and all the undistributed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

5. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by policies of All Risk Replacement Cost Insurance with an Agreed Amount Endorsement and such other appropriate insurance as may be required by Mortgagee, all in form and substance satisfactory to Mortgagee, including, without limitation, rent insurance, business interruption insurance, flood insurance (if and when the Premises lie within an area designated by an agency of the federal government as a flood risk area) and war risk insurance whenever in the opinion of Mortgagee such protection is necessary and such war risk insurance obtainable from an agency of the United States Government. Mortgagee shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in form, companies and amounts satisfactory to Mortgagee, each insurer to have a Best's rating of A:XLV, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without 10 days' prior written notice to Mortgagee. Mortgagee shall deliver all policies including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than 10 days prior to their respective dates of expiration. Mortgagee shall not take out separate insurance concurrent in form or contributing in the event of loss which that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagee shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

Insurance

shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but shall be liable only for its gross negligence or willful misconduct.

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(d) Mortgagor, Maker or any of the guarantor of the Note (herein, a "Guarantor") shall file a petition seeking relief under the Federal Bankruptcy Code (11 U.S.C. 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency

(c) Default shall be made in the due payment, observance or performance of any of the covenants and agreements contained in any other agreements or financing arrangements now existing or hereafter entered into between Mortgagor and/or Beneficiary; or

(b) Default shall be made in the due observance or performance of any of the other covenants, agreements or conditions contained in the Note, this Mortgage or any other Loan Document; or

(a) Default shall be made in the due and punctual payment of the Note secured hereby, or any payment due in accordance with the terms thereof, either of principal or interest; or

12. The occurrence of any one or more of the following shall constitute a default under this Mortgage (herein, a "Default"):

Acceleration of Indebtedness in Case of Default

11. Mortgages in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim (thereof or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without liability as to the validity or amount of any claim for lien which may be asserted.

Mortgagee's Reliance on Tax Bills

10. In case of Default hereunder, Mortgagee may, but need not, make any payment or perform any act herein required of mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of landlord in any lease on the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any stamp tax or any liens of the Premises or to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default hereunder.

Mortgagee's Performance of Duties Under Acts

9. In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor, provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to deduct all of the indebtedness secured hereby to be and become due and payable 60 days from the giving of such notice.

Effect of Changes in Law Regarding Taxation

8. If the payment of said indebtedness or any part thereof is extended or varied or if any part of any security for the payment of the indebtedness is released or additional security is taken, to assure to such extension, variation, or taking of additional security or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, taking of additional security or release.

Effect of Extensions of Time

Further covenants to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby.

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15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may

## Appointment of Receiver

assigns, as their rights may appear. interest remaining unpaid on the Note; and fourth, any overplus to Mortgagee, its successors or to that evidenced by the Note, with interest thereon as herein provided; third, all principal and second, all other items which may under the terms hereof constitute secured indebtedness additional foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; in the following order of priority: first, on account of all costs and expenses incident to the

## Application of Proceeds of Foreclosure Sale

14. The proceeds of any foreclosure sale of the Premises shall be distributed and applied of the Premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Premises and maintenance of the lien of this Mortgage including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, bankruptcy and appellate proceedings, or in preparations for the commencement or defense of any proceeding or threatened civil actions or proceedings shall be immediately due and payable by Mortgagee, with interest thereon at the Default Rate, and shall be secured by this Mortgage. 13. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, for such and included as additional indebtedness in the order or judgment for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, court papers, charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such civil actions or to evidence to bidders at any sale which may be had pursuant to such order or judgment of the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Premises and maintenance of the lien of this Mortgage including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, bankruptcy and appellate proceedings, or in preparations for the commencement or defense of any proceeding or threatened civil actions or proceedings shall be immediately due and payable by Mortgagee, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

## Foreclosure: Expense of Litigation

Upon the occurrence of a Default, then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagee, while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagee for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraph 6 or 20 hereof, Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured (less the amount thereof, if any, which is then currently payable for work completed and in place in connection with such rebuilding or restoration), and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagee or any party entitled thereto without interest.

(i) Any Guarantor shall die or become mentally incapacitated.

(h) An unpermitted transfer as described in Section 31 of this Mortgage shall occur; or

(g) Any one or more judgments, writs or warrants of attachment or similar processes in an aggregate amount in excess of \$50,000 shall be entered or filed against Mortgagee, Maker or any Guarantor, or any of them, or against any of their respective properties or assets, which remain unsatisfied, unvacated or unbonDED for a period of 30 days; or

(f) Mortgagee, Maker or any Guarantor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or

(e) An order for relief shall be entered in an involuntary case against Mortgagee, Maker or any Guarantor, or a trustee or a receiver shall be appointed for Mortgagee, Maker or any Guarantor, or for all of the property of Mortgagee, Maker or any Guarantor, or the major part thereof, in any involuntary proceeding, or any court shall have taken jurisdiction of the property of Mortgagee, Maker or any Guarantor, or the major part thereof, in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagee, Beneficiary or any Guarantor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within 30 days; or

(d) or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within 30 days; or

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Attn: Andrew E. Salk  
Chicago, Illinois 60603  
Lasalle National Bank  
120 South LaSalle Street

If to Mortgagee:

Attn: Nick Cincio  
Chicago, Illinois  
1233-35 West Madison Street  
Eagle Store Fixture Co.

If to Mortgagee:

22. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the addresses set forth below:

Giving of Notice

21. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby or in the Note.

Release upon Payment and Discharge of Mortgagee's Obligations

20. Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. At the option of Mortgagee, such condemnation proceeds shall be applied either to reduce the indebtedness secured hereby or to reimburse Mortgagee for the cost of rebuilding and restoration. Respective of whether such proceeds are made available for restoration or rebuilding, and irrespective of whether such proceeds are adequate for such purpose, the buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event said proceeds are used for rebuilding or restoration, the proceeds of the award shall be disbursed in the manner and under the conditions that Mortgagee may require and paid out in the same manner as provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. In such event, if the estimated cost to complete rebuilding or restoration exceeds the proceeds of the condemnation award, Mortgagee immediately shall, on written demand of Mortgagee, deposit with Mortgagee in cash the amount of such excess cost. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

Condemnation

19. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Mortgagee's Right of Inspection

18. No right, power or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right, power or remedy, and each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise of the same time or thereafter, any other right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter, any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Default or acquiescence therein.

Rights Cumulative

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

(e) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and, if this is a leasehold mortgage, of all rents due or which may become hereafter due under the underlying lease;

commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

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Mortgagor shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities.

Mortgagor shall take all actions necessary to cause the Premises to be kept free of any "Hazardous Materials." For the purposes of this Mortgage, the phrase "Hazardous Materials" shall mean and include any pollutants, flammable, explosive, petroleum (including crude oil), radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined or included in the definition of toxic or hazardous substances, wastes, or materials under any federal, state or local laws, regulations or guidelines, which regulate, govern, prohibit or pertain to the generation, manufacture, use, transportation, disposal, release, storage, treatment or exposure to, toxic or hazardous substances, wastes or materials. Mortgagee shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgagee or any tenant, subtenant, occupant or other entity or person, a release of Hazardous Materials onto the Premises or onto any other property.

27. The Premises and the use thereof, presently and in the future, shall comply with all applicable laws and governmental regulations including, without limitation, all federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability.

Compliance with Law - Environmental

26. Mortgagor shall pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, and all federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.

Filing and Recording Fees

25. Mortgagor shall keep and maintain books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting practice consistently applied.

Furnishing of Financial Statements to Mortgagee

24. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagee does hereby expressly waive any and all rights of redemption from any sale or from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagee, and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagee hereby represents and warrants to Mortgagee that it has been directed in writing by the appropriate beneficiaries and holders of the power of direction of the trust estate to expressly waive all rights of redemption to the Premises and reinstatement of the loan secured hereby in the manner herein set forth. Mortgagee does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 15-1602 of the Illinois Mortgage Foreclosure Law.

Waiver of Statutory Rights

23. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing hereof in an action at law upon the Note hereby secured.

Waiver of Notice

or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

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Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants as landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagee

will not subordinate its leasehold interest therein to any lien on the Premises without the prior written consent of Mortgagee. It will include in each lease of the Premises a provision whereby the lessee thereunder covenants that to become subordinate to any lien on the Premises without the prior written consent of Mortgagee and Premises a certificate with respect to the status thereof; and (vi) not permit any leases of the Premises any demand therefor by Mortgagee any right to request from the lessee under any lease of the including the spaces occupied and the rentals payable thereunder; (v) exercise within five (5) days of do so, a written statement containing the names of all lessees, terms of all leases of the Premises, or of the lessee thereunder; (iv) furnish Mortgagee, within 10 days after a request by Mortgagee to out of or in any manner connected with such leases or the obligations, duties or liabilities of Landlord to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing performance of all of the covenants, conditions and agreements of such leases on the part of the lessee Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the discharge and perform all of the covenants, conditions and agreements contained in all leases of the Mortgagee, at its sole cost and expense, shall (i) at all times promptly and faithfully abide by,

Neither Mortgagee nor the Beneficiary shall, without Mortgagee's prior written consent, (i) execute an assignment or pledge of any rents of the Premises and/or any leases of the Premises; (ii) except any prepayment of any installment of any rents more than 30 days before the due date of such installment; or (iii) make any lease of the Premises.

The assignment contained in this Section is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Mortgagee, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Premises or any responsibility for the non-performance thereof by Mortgagee or any other person. The assignment under this Section is given as a primary pledge and assignment of rights described herein and such assignment shall not be deemed secondary to the security interest and Mortgagee of Mortgagee in the Premises. Mortgagee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under this Mortgage.

Mortgagee will, from time to time after notice and demand, execute and deliver to Mortgagee, in form satisfactory to Mortgagee, further agreements evidencing its willingness to comply and its compliance with the provisions of this Section. Mortgagee shall pay to Mortgagee the expenses incurred by Mortgagee in connection with the recording of any such agreement.

28. Mortgagee hereby assigns to Mortgagee all of Mortgagee's interest in all rents, issues and profits of the Premises as security for the payment of the Note and other sums secured hereby. Mortgagee grants to Mortgagee the right to enter the Premises and to let the Premises, or any part thereof, and to apply such rents, issues, profits and proceeds after payment of all charges and expenses, or account of the Note and other sums secured hereby. This assignment and grant shall continue in effect until the Note and other sums secured hereby are paid in full. Mortgagee hereby agrees not to exercise the right to enter the Premises for the purpose of collecting such rents, issues or profits and Mortgagee shall be entitled to collect and receive such rents, issues, profits and proceeds until the occurrence of a Default hereunder; provided that any rents, issues and profits collected and received by Mortgagee after the occurrence of a Default hereunder which is not cured within the applicable grace period provided hereby shall be deemed collected and received by Mortgagee in trust for Mortgagee and Mortgagee shall account to Mortgagee for the full amount of such receipts. Mortgagee agrees to apply such rents, issues and profits, whenever received, to payment of the Note and other sums secured hereby. The right of Mortgagee to collect and receive said rents, issues and profits in trust for Mortgagee during the continuance of any Default by Mortgagee under the terms and provisions of this Mortgage may be revoked by Mortgagee's giving written notice of such revocation to Mortgagee.

Assignment of Leases, Rents and Contracts

any Hazardous Materials. Further, the Premises do not contain, and, to the best of Mortgagee's knowledge, have not in the past contained, any asbestos containing material in friable form and there is no current or potential airborne contamination that would be caused by maintenance or tenant finish activities in any building located on the Premises. Mortgagee shall protect, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials or asbestos on, under or about the Premises including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the reconveyance of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or action in reconveyance or extinguishment or deed in lieu of foreclosure.

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In the event one or more of the provisions contained in this Mortgage or the Note secured hereby or in any other security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this

34. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and its successors, grantees and assigns, any subsequent owner or owners of the Premises, and all persons claiming under or through Mortgagee, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

Miscellaneous

33. This Mortgage and the indebtedness arising hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Illinois applicable to contracts made and performed in such State and any applicable laws of the United States of America.

Enforceability

32. Without limiting the generality of any other provision hereof, the indebtedness secured hereby shall include (a) all existing indebtedness of Beneficiary to Mortgagee evidenced by the Note and all renewals, extensions, modifications and replacements thereof, and (b) all future advances that may be subsequently made by Mortgagee and all renewals, extensions, modifications and replacements thereof. Mortgagee hereby agrees to execute any and all supplemental notes, agreements or other documents as Mortgagee may reasonably request to evidence such future advances, which such supplemental notes, agreements or other documents shall be similar in form and substance to the existing notes, agreements and other documents from Mortgagee and/or Beneficiary in favor of Mortgagee.

Future Advances

Any consent by Mortgagee to, or any waiver of any event which is prohibited under this Paragraph shall not constitute a consent to, or waiver of, any right, remedy or power of Mortgagee upon a subsequent event of Default.

It is understood and agreed that the indebtedness secured hereby was created solely due to the financial sophistication, creditworthiness, background and business sophistication of Mortgagee, and further understood and agreed that any secondarily or junior financing placed upon the Premises or the improvements located thereon, or upon the interests of Mortgagee may divert funds which would otherwise be used to pay the indebtedness secured hereby, and could result in acceleration and/or foreclosure by any such junior lienor. Any such action would force Mortgagee to take measures, and incur expenses, to protect its security, and would detract from the value of the Premises mortgaged hereby, and impair the rights of Mortgagee granted hereunder. Without limitation by the foregoing, Mortgagee shall not incur any additional indebtedness, whether secured or unsecured, without the prior written consent of Mortgagee.

Mortgagee

(b) the grant of a security interest in the beneficial interest of the land trust establishing ownership, interest of the beneficial interest of the land trust establishing Mortgagee; or

(c) any sale, conveyance, assignment or other transfer, directly or indirectly, of any Premises and therefore a Default hereunder;

For the purpose of, and without limiting the generality of, this Paragraph, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the operation of law) without Mortgagee's prior written consent shall be an event of Default hereunder.

31. Any sale, conveyance, assignment, pledge, hypothecation, mortgage, encumbrance, lease or other transfer of title to, or any interest in, the Premises, or any portion thereof, or of any fee and disbursements of said attorneys.

Prohibition on Sale or Financing

or proceeding be made or brought against Mortgagee and/or Mortgagee which is subject to the indemnity set forth in this Paragraph, Mortgagee shall resist or defend against the same, if necessary, in the name of Mortgagee, by attorneys for Mortgagee's insurance carrier (if the same is covered by insurance) or otherwise approved by Mortgagee. Notwithstanding the foregoing, Mortgagee, in its discretion, may engage its own attorneys to resist or defend, or assist therein, and Mortgagee shall pay, or, on demand, shall reimburse Mortgagee for the payment of, the reasonable

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Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Mortgagee in connection with the indebtedness secured hereby; provided, however, notwithstanding anything to the contrary herein, the total aggregate indebtedness secured by this Mortgage shall not exceed an amount equal to 500% of the face amount of the Note.

No offset or claim that Mortgagee and/or Beneficiary now has or may have in the future against Mortgagee shall relieve Mortgagee and/or Beneficiary from paying any amounts due under the Note secured hereby or from performing any other obligations contained herein or secured hereby.

Mortgagee shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagee hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagee shall not by act or omission impair the integrity of the Premises as a single entity or separate and apart from all other premises. Any act or omission by Mortgagee which would result in a violation of any of the provisions of this paragraph shall be void.

Mortgagee or its written request of Mortgagee will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any Default then exists hereunder and specifying the nature of such Default.

Mortgagee shall have the right at its option to foreclose this Mortgage subject to the rights of any tenant or tenants of the Premises and the failure to make any such tenant or tenants a party defendant in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of commencement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording or registering thereof, at any time hereafter, in the Office wherein this Mortgage was recorded or registered, of a unilateral declaration to that effect.

Any property management agreement for the Premises, whether now in effect or entered into hereafter by Mortgagee with a property manager, shall contain a "no lien" provision whereby the property manager waives and releases, to the extent permitted by law, any and all mechanics' lien rights, if any, that it or anyone claiming through it may have pursuant to applicable law. Such property management agreement or a short form thereof shall, at Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located. In addition, Mortgagee shall cause the property manager to enter into a subordination agreement with Mortgagee, in recordable form, whereby the property manager subordinates, to the extent permitted by law, its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. Mortgagee's failure to require the "no lien" provision of the subordination agreement described herein shall constitute a Default under this Mortgage.

The terms "Mortgage," "Security Agreement" and "Mortgage and Security Agreement" wherever used herein or in the Note secured hereby or in any other instrument evidencing or securing the Note secured hereby shall mean this Mortgage and the Security Agreement herein contained or any other security agreement securing the Note, as the context may so require.

Exemption

35. This Mortgage is executed by LASALLE NATIONAL TRUST, N.A., 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 said trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor.

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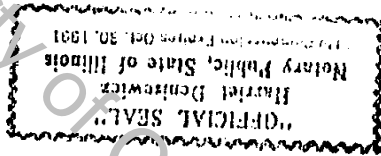
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COOK COUNTY, ILLINOIS

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December 21, 1990



My Commission Expires:

*Harriet Dentewicz*  
Notary Public

GIVEN under my hand and Notarial Seal this 8th day of January, 1990-1991

I, Harriet Dentewicz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT William H. Dillon, and Corning Bek to me and known by me to be the Asst. Vice President and Asst. Secretary respectively of LASALLE NATIONAL TRUST, N.A., as trustee as aforesaid, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
( ) SS  
( ) COOK )

ATTEST:  
*Harriet Dentewicz*  
By: Asst. Secretary  
By: Asst. Vice President  
LASALLE NATIONAL TRUST, N.A.,  
as trustee as aforesaid & not personally,

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

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Lot 3 in Assessor's Division of Block 3 of Canal Trustee's Subdivision of the West 1/2 East of the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, except that part thereof taken or used for alley.

Parcel 2

The West 45 feet of Lot 2 in Assessor's Division of Block 3 of Canal Trustee's Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

Parcel 1

Legal Description

Exhibit A

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