

# UNOFFICIAL COPY

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COOK COUNTY CLERK'S  
OFFICE

92785843

Commercial Mortgage  
Land Trust

1992 OCT 22 AM 11:41

## MORTGAGE

THIS INDENTURE, made October 2, 1992 between  
FIRST AMERICAN BANK, as Trustee under Trust Agreement dated  
August 1, 1988, and known as Trust Number F88-148, (herein  
referred to as "Mortgagor") and Bank of Buffalo Grove, an  
Illinois banking corporation (herein referred to as "Mortgagee")  
witnesseth:

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THAT WHEREAS, Mortgagor has concurrently herewith  
executed a Mortgage Note (herein referred to as the "Note")  
bearing even date herewith in the principal sum of Two Hundred  
Seventy Five Thousand Dollars (\$275,000.00) made payable to  
Mortgagee and delivered, in and by which Note, Mortgagor promises  
to pay on or before November 30, 1997 the said principal sum with  
interest as set forth in the Note.

WHEREAS, the indebtedness evidenced by the Note,  
including the principal thereof and interest and premium, if any,  
thereon, and any extensions or renewals thereof, in whole or in  
part, and any and all other sums which may be at any time due or  
owing or required to be paid as herein or in the Note, are herein  
called the "Obligations".

NOW, THEREFORE, the Mortgagor to secure the payment of  
said Note in accordance with its terms and to secure the payment  
of the Obligations, and the performance of the covenants and  
agreements herein contained and the terms and conditions of that  
certain loan commitment dated August 7, 1992, and also for other  
good and valuable consideration the receipt and sufficiency of  
which is hereby acknowledged, do by these presents Mortgage and  
Warrant to the Mortgagee, its successors and assigns, the  
following described Real Estate in the County of Cook and State  
of Illinois, to wit:

See attached Exhibit "A"

P.I.N. #04-05-315-006-0000

which, with the property hereinafter described, is referred to  
herein as the "premises,"

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

Alvin J. Helfgot  
LASER, SCHOSTOK, KOLMAN & FRANK  
30 N. LaSalle Street, Suite 2500  
Chicago, Illinois 60602  
(312) 641-1300

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TOGETHER with all improvements thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is hereby deemed to be as well a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Note, any and all modifications, extensions, and renewals thereof, any late charges as provided in the Note, and all other Obligations.

2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in the premises except as required by law or municipal ordinance.

3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises, and furnish to Mortgagee duplicate receipts thereof within thirty (30) days after payment thereof.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. If the insurance policies referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

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Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in effect if Mortgagor has failed to demonstrate to Mortgagee that the premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

5. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made available for disbursement by Mortgagee.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

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6. In addition to the monthly payments required under the Note, Mortgagor shall pay to the Mortgagee monthly at the time when such monthly payment is payable, an amount equal to one-twelfth (1/12) of the annual real estate taxes and when requested by Mortgagee and amount equal to one-twelfth (1/12) of the annual premiums for fire and extended coverage insurance and water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagee, the amounts so paid to be security for such premiums and other payments and to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagor for the payments required under Sections 3 and 4, or may make such payments on the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If, pursuant to any provisions of this Mortgage, the whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

7. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments 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 said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be additional Obligations and shall become immediately due and payable without notice and with interest thereon at the post-maturity rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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.

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10. When the obligations shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, Mortgagee's fees, appraiser's fees, broker's commissions, environmental audit costs, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, for publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph

9. At the option of Mortgagee, and without notice to Mortgagee, the obligations shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event Mortgagee shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, or any beneficial interest in any trust of which Mortgagee is title holder (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event Mortgagee files for bankruptcy or bankruptcy proceedings are instituted against Mortgagee and not dismissed within thirty (30) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (d) immediately in the event Mortgagee makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due; or (e) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagee or the premises; or (f) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee contained herein or in any other agreement of the Mortgagee with the Mortgagee.

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17. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it may require indemnities satisfactory to it before exercising any power herein given.

16. In case the premises, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or their assignee.

15. As further security for payment of the obligations and performance of the covenants and agreements secured hereby, the Mortgagee hereby assigns to the Mortgagee all leases already in existence and to be created in the future, together with all rents to become due and under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto; and in any such case the Mortgagee hereby confers on the Mortgagee the exclusive power, to be used or not as agent, to act as agent, or to appoint a third person to act as agent for the Mortgagee, with power to take possession of, and collect all rents arising from, the premises and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to turn any balance remaining over to the Mortgagee; but such collection of rents shall not operate an affirmation of the tenant or lease in the event the Mortgagee's title to the premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by the Mortgagee in the rental or leasing thereof or any part thereof.

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

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22. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage, or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

21. To the fullest extent permitted by law, Mortgagor shall not and will not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisal, valuation, or any so-called "mortatorium 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. To the fullest extent permitted by law, Mortgagor, 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 marshaled 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. To the fullest extent permitted by law, Mortgagor hereby waives any and all rights of redemption from the foreclosure, for itself, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

20. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgagor shall pay the full amount of such taxes.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, 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 use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation hereunder of each such party is joint and several. Mortgagor may assign all or any portion of its rights and interests under this Mortgage without the consent of Mortgagor.

18. Mortgagor shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

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ALL REFERENCES MADE TO "MORTGAGOR" IN PARAGRAPH 27 OF THIS MORTGAGE SHALL MEAN THE BENEFICIARY OF FIRST AMERICAN BANK LAND TRUST F89-148 AND SHALL NOT MEAN THE TRUSTEE OF SAID TRUST. FIRST AMERICAN BANK EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE SAME

DMA 7 9/10/92

27. Mortgagor represents and warrants that: (i) Mortgagor has not used Hazardous Material (as defined hereinafter) on or affecting the premises in any manner which violates federal, state or local laws, rules, regulations, ordinances, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on or affecting the premises in any manner which violated federal, state or local laws, rules, regulations, ordinances or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (ii) Mortgagor has never received any notice of any violations of federal, state or local laws, rules, regulations, ordinances, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials defined in any federal, state or local governmental, law, ordinance, rule, or regulations.

26. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagor from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagor, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

24. The rights and remedies of Mortgagor under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagor shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at 3100 Dundee Road, Suite 406, Northbrook, Illinois 60062 or to the Mortgagor at the Bank's main office or to such other address as either the Mortgagor or the Mortgagor notifies the other party in writing.

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First American Bank, Trustee, executes this Mortgage 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 Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee 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

Hazardous Materials. Mortgage, which are based upon or in any way related to such of government authorities, or any policies or requirements of violation of laws, orders, regulations, requirements or demands order relating to such Hazardous Materials, and/or (d) any lawsuit brought or threatened, settlement reached or government arising out of or related to such Hazardous Materials; (c) any (including wrongful death) or property damage (real or personal) property, persons or animals thereon; (b) any personal injury premises or the soil, water vegetation, buildings, personal Hazardous Materials on, over, under, from, or affecting the presence, disposal, release or threatened release of any expenses arising out of, or in any way related to, (a) the investigation and laboratory fees, court costs, and litigation without limitation, reasonable attorneys' and consultants' fees, nature, known or unknown, contingent or otherwise, including settlements, damages, costs or expenses of whatever kind or and against any claims, demands, penalties, fines, liabilities, Mortgagee, its employees, agents, officers and directors, from authorities, and (1) defend, indemnify and hold harmless directives of all federal, state and local governmental satisfaction of Mortgagee, and in accordance with the orders and ordinances, rules, regulations and policies, to the reasonable accordance with all applicable federal, state, and local laws, Hazardous Materials, on, under, from or affecting the premises in removal and other actions necessary to clean up and remove all investigations, studies, sampling and testing, and all remedial, 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, and (1) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, including without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the premises or the soil, water vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgage, which are based upon or in any way related to such Hazardous Materials.

\*\* Mortgageor shall: (1) 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, and (1) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, including without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the premises or the soil, water vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgage, which are based upon or in any way related to such Hazardous Materials.

\*\* Mortgageor shall keep or cause the premises to be kept free of Hazardous Materials, and, without limiting the foregoing, Mortgageor shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgageor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgageor or any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.

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Property of Cook County Clerk's Office

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FIRST AMERICAN BANK, not personally but solely as trustee as aforesaid

recovery on this Mortgage and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. All the covenants and conditions to be performed hereunder by First American Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against First American Bank, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied in this instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Exoneration provision restricting any liability of First American Bank attached hereto is expressly made a part hereof.

By:

Vice President

Title:

Attest:

ASSISTANT VICE PRESIDENT

Title:



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It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that First American Bank shall have no liability, contingent or otherwise, arising out of, or in any way related to: (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the premises, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or government order relating to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorney's fees, consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this excupatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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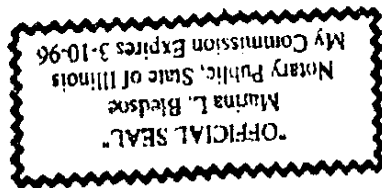
OMA 7 9/10/92

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Property of Cook County Clerk

ADDRESS OF PROPERTY:  
3531 Laburnum Court  
Northbrook, IL 60062



Commission expires: 9-10-94

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that  
I, Robert A. Kane (Name)  
of First American Bank, a corporation, and Lebara Kane (Title)  
ASSISTANT VICE PRESIDENT, of said  
(Title)  
corporation, personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such  
Vice President and ASSISTANT VICE PRESIDENT  
(Title) and (Title)  
respectively, appeared before me this day in person and  
acknowledged that they signed and delivered the said instrument  
as their own free and voluntary acts, and as the free and  
voluntary act of said corporation, as Trustee, for the uses and  
purposes therein set forth.  
Given under my hand and official seal, this 9th day  
of October, 1992.

[Signature]  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )  
ss: )  
)

# UNOFFICIAL COPY

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DMA 7 9/10/92

Property of Cook County

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EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER OUT LOT A AND PRIVATE ROADS KNOWN AS LABURNUM DRIVE AND/OR LABURNUM COURT ALSO KNOWN AS OUTLOT B AS CREATED BY DECLARATION EXECUTED BY FIRST AMERICAN BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1988 KNOWN AS TRUST NUMBER 888-148 RECORDED JUNE 29, 1989 AS DOCUMENT 89298409

PARCEL 2:

LOT 6 IN BRANDESS SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1:

Legal Description of Real Property

3531 Laburnum Court  
Northbrook, IL 60062

Common Address of Real Property:

EXHIBIT A

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by mortgagee's collateral or the lien or security interest on the collateral or the right of mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagee. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 507(b), 541(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagee or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

02/25/83

Trustee's Office