

# UNOFFICIAL COPY

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## SUBORDINATION OF REAL ESTATE MORTGAGE

WHEREAS, LaSalle National Bank, as Trustee under Trust Agreement dated 2-1-90 known as Trust #00727300 a mortgage dated 1-24-92 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 91251000 did convey unto American National Bank of Bensenville certain premises located in Cook County, Illinois, described as:

### INSERT LEGAL DESCRIPTION

Lot 252 in Big Oaks Subdivision, being a Subdivision in the South 1/2 of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 13-07-427-030 Vol. 325

to secure a note in the principal amount of 30,000 with interest payable as therein provided; and

DEPT-01 RECORDING \$37.50  
T#4444 TRAN 1868 01/30/92 15:56:00  
#1832 # D \* - 92 - 042724

WHEREAS, Midwest Mortgage Services, Inc. has agreed to make a loan to LaSalle National Bank and said parties have agreed to execute and to deliver to Midwest Mortgage Services, Inc. a note in the principal amount not to exceed 121,500 with interest thereon as may be provided, and a mortgage conveying said premises to Midwest Mortgage Services, Inc. as security for the payment of said note; and

WHEREAS, Midwest Mortgage Services, Inc. has requested and American National Bank of Bensenville, to subordinate the lien of the mortgage first described above to the lien of the mortgage to be executed by LaSalle National Bank in favor of Midwest Mortgage Services, Inc. as described above.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, American National Bank of Bensenville does hereby covenant and agree with the said Midwest Mortgage Services, Inc. that the lien of the mortgage now held by American National Bank of Bensenville upon said premises and described above as Document No. 91251000 shall be and remain at all times subordinate to the lien thereof of the mortgage to be executed in favor of Midwest Mortgage Services, Inc. to secure a note in the principal amount not to exceed 121,500 with interest thereon as may be provided.

IN WITNESS WHEREOF, American National Bank of Bensenville has caused its duly authorized officer to execute this agreement this 23 day of January, 1992.

CORPORATE SEAL

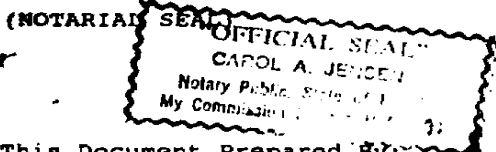
Diane M Robbins  
By: Diane M Robbins  
Its: Real Estate Officer

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DuPage )

Patricia K Ripkey  
By: Patricia K Ripkey  
Its: Patricia K Ripkey, Second V.P.

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Diane M Robbins and Patricia K Ripkey personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Real Estate Officer and Second Vice President of American National Bank of Bensenville, appeared before me this day in person and acknowledges that he/they, being duly authorized, signed and delivered said instrument as his/their free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of January, 1992.



Carol A Jensen  
Notary Public  
My commission expires: 12/31/94

This Document Prepared By:  
Diane Robbins  
American National Bank of Bensenville  
133 West Grand Avenue  
Bensenville, IL 60106

Address of Property:  
4900 N Normandy  
Chicago, IL 60156



3750

FIRST AMERICAN TITLE INSURANCE # C 44618 1063

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Property of Cook County Clerk's Office

1501 WASHINGTON STREET, CHICAGO, IL 60607

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American National Bank  
of Bensenville

## AGREEMENT AND DISCLOSURE FOR HOME EQUITY CREDIT LINE

THIS AGREEMENT (the "Agreement") is made as of April 26, 19 91 between the **AMERICAN NATIONAL BANK OF BENSENVILLE** (the "Bank") and the undersigned borrower(s) (the "Borrower") and governs the Borrower's Home Equity Credit Line with the Bank.

FOR AND IN CONSIDERATION OF the approval of a Home Equity Credit Line by the Bank and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto do hereby agree as follows:

**Section 1. General Terms.** This Home Equity Credit Line (the "Credit Line") is a floating rate, open-end credit line, secured by a mortgage on certain property of the Borrower, pursuant to which the Bank will make loans (the "Loans") to the Borrower. A mortgage document, dated as of the same date herewith, has been executed by the Borrower and delivered to the Bank, (the "Mortgage"). The Mortgage describes the property that will be encumbered to secure the Credit Line (the "Property"). Any Loan made pursuant to the Credit Line will be governed by the terms of this Agreement and the Mortgage. The Bank shall keep the Credit Line open until April 26, 1996 (the "Expiration Date"), unless this Agreement is terminated sooner pursuant to the terms hereof. Unless expressly provided otherwise in this Agreement, all capitalized terms herein shall have the same meaning as ascribed to them, respectively, in the Mortgage.

**Section 2. Repayment.** By signing this Agreement, the Borrower promises to pay the Bank for all Loans obtained pursuant to the Credit Line as well as any **FINANCE CHARGE** and annual fee that may be due pursuant to this Agreement.

**Section 3. Credit Limit.** The limit on the Credit Line (the "Credit Limit") is \$ 30,000.00. The outstanding Loan balance under this Agreement shall not at anytime exceed the Credit Limit.

**Section 4. Obtaining Loans.** Loans may be obtained under the Credit Line by the Borrower's use of special Home Equity Credit Line checks ("Checks") provided to the Borrower by the Bank or by any other method that is acceptable to the Bank. The Bank shall treat the Checks as requests by the Borrower for Loans under the Credit Line; provided, however, that the Bank shall not be required to make any Loan (i) in an amount less than \$1,000; (ii) if the Loan requested would cause the Loan to exceed the Credit Limit; (iii) if the Borrower has cancelled the Credit Line; or (iv) if the Bank has terminated the Credit Line.

**Section 5. Statements and Payments.** The length of the draw period is five years. The Bank will mail to the Borrower a monthly billing statement for amounts owed on the Credit Line. The billing statement will show the minimum payment due and the date by which it must be paid. The minimum payment due will be the total of the **FINANCE CHARGE** currently due or past due and the annual fee due or past due, if any. The minimum payment will not reduce the loan balance that is outstanding on the Credit Line. A final payment consisting of the total outstanding Loan balance and all unpaid **FINANCE CHARGES** and fees will be due and payable on demand five years from the date of this Agreement. The Bank will provide the Borrower with a final payment notice at least 90 days before the final payment must be made.

**Section 6. Prepayment.** Prepayment of Loans may be made at any time without penalty. However, the rate at which the **FINANCE CHARGE** is computed may INCREASE if a prepayment causes the balance on the Credit Line to fall below \$250,000.00 or \$100,000.00.

### Section 7. FINANCE CHARGE.

(a) Each periodic billing statement will include the **FINANCE CHARGE** due on Loans outstanding during the billing period. The **FINANCE CHARGE** begins to accrue on the date a Loan is posted to the Credit Line and will continue to accrue until payment of the Loan is posted to the Credit Line. The **ANNUAL**

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**PERCENTAGE RATE** shall be the sum of the "Prime Rate" continuing in effect each day plus a margin in the amount of (i) 1% per annum for those days on which the unpaid Loan balance does not exceed \$99,999.99; (ii) 1/2% per annum for those days on which the unpaid Loan balance is at least \$100,000.00 but not more than \$249,999.99; or (iii) 0% per annum for those days on which the unpaid Loan balance is \$250,000.00 or more. This rate per annum shall change when and as the interest rate index changes.

(b) The interest rate index is the "Prime Rate" as listed in the Money Rate sector of *THE WALL STREET JOURNAL* each business day. If more than one Prime Rate is listed on any day, the interest rate index in effect for that day will be an average of the prime rates listed. The Prime Rate in effect on non-business days shall be the Prime Rate (or an average of the prime rates) listed in *THE WALL STREET JOURNAL* on the immediately preceding business day. The **ANNUAL PERCENTAGE RATE** includes only interest and not other costs.

(c) If the interest rate index is no longer available, the Bank will choose a new index with an historic movement substantially similar to the interest rate index which will result in an **ANNUAL PERCENTAGE RATE** substantially similar to the rate in effect at the time the interest rate index became unavailable.

(d) As of April 26, \_\_\_\_\_, 19 91, the Initial Prime Rate is 9.0 %. The **FINANCE CHARGE** applicable to those days for which an unpaid Loan balance exists is computed at the following rates:

<b>ANNUAL PERCENTAGE RATE</b>		<b>DAILY PERIODIC RATE</b>		
<u>10.0</u>	%	<u>.027397</u>	%	Applicable to those days when the unpaid Loan balance is \$99,999.99 or less.
<u>9.5</u>	%	<u>.026027</u>	%	Applicable to those days when the unpaid Loan balance is at least \$100,000.00 but not more than \$249,999.99.
<u>9.0</u>	%	<u>.024658</u>	%	Applicable to those days when the unpaid Loan balance is \$250,000.00 or more.

(e) The Prime Rate may change as frequently as every business day and changes will take effect on the day of the change. An increase in the Prime Rate will result in an increased **ANNUAL PERCENTAGE RATE** and **FINANCE CHARGE** if all other variables remain constant. An increase in **ANNUAL PERCENTAGE RATE** and **FINANCE CHARGE** will also result if the unpaid loan balance falls below \$250,000.00 or \$100,000.00.

(f) The maximum interest rate will not exceed 18%.

Because the Prime Rate can change as frequently as every day, the maximum **ANNUAL PERCENTAGE RATE** could be reached during the first day of the draw period.

(g) The **FINANCE CHARGE** is computed by multiplying each of the "New Loan Balances" shown on the billing statement by the applicable "Days Balance Outstanding" shown on the billing statement, then multiplying each of the results by the applicable "Daily Periodic Rate" shown on the billing statement and adding these amounts together. "New Loan Balances" is the balance owing on the Credit Line each day after new Loans are added and payments or other credits are subtracted and does not include the unpaid **FINANCE CHARGE** or the annual fee.

(h) All payments received will (to the extent sufficient) be applied first to the past due **FINANCE CHARGE**, next to the billed and unpaid **FINANCE CHARGE**, next to the billed and unpaid annual fee and then to the unpaid Loan balance.

## Section 8. Other Charge/Fees That Will Be Charged.

(a) To open the Credit Line, the Borrower shall, and does hereby agree to pay the following fees to the Bank:

<b>CLOSING FEES:</b>	
<b>APPRAISAL</b>	\$ <u>150.00</u>
<b>TITLE INSURANCE</b>	\$ <u>25.00</u>
<b>RECORDING</b>	\$ <u>0.00</u>

The above closing fees shall be charged to the Credit Line as a Loan unless the Borrower pays these fees before the Credit Line is opened.

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(b) To maintain the Credit Line, the Borrower shall, and does hereby agree to pay to the Bank an annual fee in the amount of \$20. The Annual Fee shall be charged to the Credit Line as a Loan unless the Borrower pays the fee within 30 days after notice of the same.

**Section 9. Security Interest.** The Bank has a security interest in the Property pursuant to the Mortgage. Collateral other than the Property securing other credit that the Borrower may have with the Bank does not secure loans made under the Credit Line.

**Section 10. Termination by the Bank and Acceleration.** The Bank may terminate the Credit Line, force a sale of the Property pledged as collateral for the Credit Line, and require repayment of the entire outstanding Loan balance, all accrued interest, and all other outstanding amounts unpaid under the Credit Line in one payment under any one of the following Events of Default:

- (1) The Borrower engages in fraud or material misrepresentation in connection with the Credit Line;
- (2) The Borrower does not meet the repayment terms;
- (3) The death of Borrower; or
- (4) The Borrower's action or inaction adversely affects the Property pledged as collateral for the Credit Line or the Bank's rights in the Property.

The Bank will send the Borrower a written notice setting forth a time period of at least 30 days to cure any of the Events of Default listed in this Section. If the Borrower does not cure the default within the period set forth in said notice, the entire unpaid principal sum of Loans outstanding, all accrued interest, and all other unpaid amounts outstanding under the Credit Line and this Agreement shall, at the option of Bank, become immediately due and payable without further demand. If the Bank does not immediately exercise its option to terminate the Credit Line and accelerate repayment, the Bank may do so at a later time if any of the Events of Default listed in this Section still exists.

**Section 11. Collection Cost.** To the extent permitted by applicable law, the Borrower shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the Bank in legal proceedings resulting from the Borrower's failure to perform its obligations under this Agreement or the Mortgage.

**Section 12. Prohibition of Additional Extensions and Reduction of the Credit Limit.**

(a) The Bank may, at its option, prohibit any additional extension of credit or reduce the Credit Limit during any period in which any of the following conditions exist:

- (1) the value of the Property pledged as collateral for the Credit Line declines significantly below the Property's appraised value for purposes of this Agreement;
- (2) the Bank reasonably believes that the Borrower will be unable to fulfill the repayment obligations under this Agreement because of a material change in the Borrower's financial circumstances;
- (3) the Borrower is in default of any material obligation under this Agreement;
- (4) the Bank is precluded by government action from imposing the **ANNUAL PERCENTAGE RATE** provided for in this Agreement;
- (5) the priority of the Bank's security interest is adversely affected by government action to the extent that the value of the Property pledged as collateral for the Credit Line is less than 120 percent of the Credit Line;
- (6) the Bank is notified by a regulatory agency that continued advances would constitute an unsafe and unsound practice; or
- (7) the maximum **ANNUAL PERCENTAGE RATE** is reached.

(b) In the event the Bank prohibits additional extensions of credit or reduces the Credit Limit, the Bank shall send each one of the Borrowers a written notice of the Bank's action, together with the reason, no later than three business days after the action is taken. The Borrower may request reinstatement, and, if none of the conditions listed in this Section permits a continued prohibition of additional credit or reduction of the Credit Limit, the Bank shall grant reinstatement.

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(c) Any one of the Borrowers may, by written notice to the Bank, specifically request the Bank to prohibit additional extensions of credit under the Agreement. The Bank shall, upon receipt of such written notice, comply with such request. If the specific Borrower requesting the prohibition subsequently requests reinstatement in writing, the Bank shall grant reinstatement unless one of the conditions listed in this Section permits a continued prohibition of additional credit or a reduction of the Credit Limit.

**Section 13. Change Of Terms.** The Bank is hereby authorized to make insignificant changes to the terms of this Agreement or to make changes that will unequivocally benefit the Borrower for the remaining term of this Agreement without prior notice. The Bank shall make no other changes to the terms of the Agreement, except for those provided for in this Agreement, without the Borrower's express written consent.

**Section 14. Notices.** All notices required hereunder shall be in writing. All notices to the Borrower shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid addressed to the address listed below the Borrower's signature. The Borrower must notify the Bank in writing of any address change before the address change becomes effective. All notices to the Bank shall be deemed properly delivered if delivered by first class United States mail to: American National Bank of Bensenville, 133 West Grand Avenue, Bensenville, Illinois, Attn: Home Equity Loan Division or to such other address as the Bank may, by notice, inform the Borrower.

**Section 15. Termination.** This Agreement shall terminate automatically on the earlier of the Expiration Date or the occurrence of an Event of Default. In addition to automatic termination, the Borrower may terminate this Agreement at any time by (i) notifying the Bank in writing (ii) paying in full all outstanding Loans, accrued FINANCE CHARGES and other amounts due under this Agreement and the Mortgage, and (iii) returning all Checks to the Bank.

**Section 16. Assignment.** The Bank can assign the Credit Line and any of the Bank's rights under this Agreement without the Borrower's consent or notice to the Borrower. The Borrower may not assign any of its rights or obligations under this Agreement or the Mortgage.

**Section 17. Disclaimer Of Liability.** The Bank offers the Credit Line and related services in the Bank's own interest and disclaims any duty or responsibility other than those expressly set forth in this Agreement. This Agreement and the Mortgage constitute the entire Agreement between the Borrower and the Bank. No oral or prior written statements of any officer, employee or agent of the Bank not contained in this Agreement or in the Mortgage shall be binding on the Bank.

**Section 18. Tax Deductibility.** The Borrower is hereby advised to consult a tax advisor regarding the deductibility of interest and charges for the Credit Line. The Bank makes no representation regarding the same.

**Section 19. Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Illinois. If any part of this Agreement conflicts with applicable law or is otherwise unenforceable, the other provisions of this Agreement shall continue to be given effect.

**Section 20. Remedies.** The rights and remedies afforded the Bank in this Agreement are cumulative and not exclusive of any rights or remedies to the Bank at law or in equity.

**Section 21. Severability.** In case any one or more of the provisions of this Agreement or of the Mortgage shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudicial or disturbed thereby.

**Section 22. Successors and Assigns.** All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of the parties; provided that nothing in this Section shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Agreement.

**Section 23. Multiple Borrowers.** If more than one Borrower has signed this Agreement, the term "Borrower" shall refer to such persons individually and collectively, and all such persons shall be jointly, severally and primarily liable for all obligations under this Agreement, and an Event of Default in respect of any one Borrower shall be an Event of Default by all.

**Section 24. Acknowledgement.** Each of the undersigned acknowledge receipt of and agree to the terms and conditions expressed in this Agreement. Further, the Borrower acknowledges receipt of a complete copy of the following documents:

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- (a) Important Terms of Home Equity Line of Credit (received at time of Borrower's application for the Credit Line)
- (b) Home Equity Brochure — "When Your Home Is On The Line" (received at time of Borrower's application for the Credit Line) —
- (c) Billing Rights Statement
- (d) The Mortgage
- (e) Notice of Right to Cancel (2 copies)
- (f) \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

This Note is executed by \*LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the Trustee promisor because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor or co-maker hereof, if any, and each original and successive holder of this note upon the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor or co-maker, if any, of the payment hereof, or both.

\* LASALLE NATIONAL BANK

As Trustee as aforesaid and not personally, UH #26-7278-00

By [Signature] Vice President

ATTEST [Signature] Assistant Secretary

Form 3006 3/87

92062724

**AMERICAN NATIONAL BANK  
OF BENSENVILLE**

By Charles A. Barber  
VP (Title)

\* La Salle National Trust, N.A., Successor Trustee to La Salle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago

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## BILLING RIGHTS STATEMENT

### KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the American National Bank of Bensenville, 133 West Grand Avenue, Home Equity Loan Division, Bensenville, Illinois 60106. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report that amount as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

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American National Bank  
of Bensenville

## HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of April 26, 1991  
between LaSalle National Bank, as Trustee UTA #26-7278-00 dated 2/10/84 ("Mortgagor")  
and AMERICAN NATIONAL BANK OF BENSENVILLE, 133 West Grand Avenue, Bensenville, Illinois  
("Mortgagee").

### ARTICLE I DEFINITIONS

1. **Definitions.** As used herein, the following terms shall have the following meanings, applicable equally to the singular and plural forms of each term:

(a) **Agreement:** The Agreement and Disclosure for Home Equity Credit Line by and between Mortgagor and Mortgagee, dated as of the same date as this Mortgage. The Agreement provides for a floating rate, open-end credit line pursuant to which Mortgagee makes Loans, as defined in the Agreement, up to the Credit Limit and Mortgagor repays Mortgagee along with monthly finance charges due, if any.

(b) **Credit Limit:** The Credit Limit, as specified in the Agreement is \$ 30,000.00

(c) **First Mortgage:** The mortgage against the Land dated 3/21/90 and recorded in the office of Cook County as Document Number 90124766

(d) **First Mortgagee:** The holder of the First Mortgage:

Hoyne Savings and Loan Association

(e) **Fixtures:** All fixtures, including replacements and additions thereto, now or hereafter located under, on or above the Land that constitute or will constitute fixtures under the laws of the state of Illinois, and excluding any trade fixtures of any tenants under the Leases.

(f) **Impositions:** All real estate and personal property taxes and other taxes and assessments, public or private; water and sewer rates and charges; all other governmental or nongovernmental charges applicable to the Mortgaged Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgage, be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof.

(g) **Improvements:** Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(h) **Indebtedness:** The principal of, interest on and/or all other amounts, finance charges, payments and premiums due under the Agreement and all other indebtedness of Mortgagor to Mortgagee under and secured by the Mortgage. Because this Mortgage is given to secure an open end credit line, the term Indebtedness shall include not only presently existing Indebtedness under the Agreement, whether such Loans are obligatory or to be made at the option of Mortgagee, to the same extent as if such future Loans were made on the date of execution of this Mortgage, although there may be no Loan made at the time of execution of this Mortgage.

(i) **Land:** The real property located at 4900 N. Normandy, Chicago, Illinois 60656

and described as follows on the attached Exhibit A:  
LOT 252 IN BIG OAKS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 7,  
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PERMANENT INDEX NUMBER: 13-07-427-030 VOLUME N.O. 325

(j) **Leases:** Any and all leases, licences, concessions or grants of other possessory interests granted by Mortgagor as lessor now or hereafter in force, oral or written, covering or affecting all or any part of the Mortgaged Property.

(k) **Mortgaged Property:** The Land, the Improvements, the Fixtures and the Leases together with:

(1) all rights, privileges, rents, royalties, profits, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appurtenances, riparian or littoral rights now or hereafter belonging or in any way appertaining to the Land and/or the Improvements;

(2) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys, strips or gores of land now or hereafter adjoining the Land;

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9.12 Severability. In case any one or more of the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

9.13 Modification. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

9.14 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

9.15 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

9.16 Headings. The article headings and the section and subsection entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.

9.17 Riders. If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

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

This Mortgage is executed by the LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Bank 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 said note contained shall be construed as creating any liability on the said First Party or on said LaSalle National Bank personally to pay the 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 by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said LaSalle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any 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 said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

\*LASALLE NATIONAL BANK

As Trustee as aforesaid and not personally U/T# 26-1278-00

By

Arleve M. Schmelka, Assistant Secretary

\*La Salle National Trust, N.A., Successor Trustee to La Salle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago

STATE OF ILLINOIS / COUNTY OF COOK

I, LAURA A. ZIELINSKI, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph LANG and Arleve M. Schmelka Vice-President of the LaSalle National Bank

and Arleve M. Schmelka Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my Official Seal, this day of A. D. 19... LAURA A. ZIELINSKI Notary Public, State of Illinois My Commission Expires 5-8-93

Laura Zielinski, Notary Public

Notary Public

My Commission Expires:

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