92389062

# Mortgage

THIS MORTGAGE is made on June 1 19 92 between NBD Trust Company of Illinois not personally but as Trustee under a Trust Agreement dated April 24 19 92 and known as Trust No. 52990-SK

whose address is 8001 Lincoln Avenue, Skokie, Illinois (the "Mortgagor") (Land Trust Name)

and NBD Skokie Bank, N.A.

a national (national state) banking association

(association corporation) whose address is 8001 Lincoln Avenue, Skokie, Illinois (the "Mortgagee")

* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES CONVEYS [redacted] to the Mortgagee real property and all the buildings, structures and improvements on it described as

Land located in the City of Chicago

County of Cook State of Illinois

Lots 9, 10, 11 and 12 in Block 17 in Krenn and Dato's Crawford Peterson Addition to North Edgewater, being a Subdivision of the Northeast Fractional Quarter (except the North 42 Rods thereof) and the Fractional South East 1/4 of Section 3, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of Indian Boundary Line (except from the above described tract of land and that part thereof that lies South of a line that is 100 feet North of and parallel to the South Line of Peterson Avenue extended West) and (except the Right of Way of the Chicago and North Western Railway Company) according to the plat thereof recorded August 12, 1924 as Document 8548903, in Cook County, Illinois.

(the "Premises")

Commonly known as 6100 N. Pulaski, Chicago, Illinois 60646

Tax Parcel Identification No. 13-03-224-016-0000

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

(1) All easements, rights of way, licenses, privileges and hereditaments

(2) Land lying in the bed of any and all of the like opened, proposed or vacated, or any strip or gore, adjoining the Premises

(3) All machinery, apparatus, equipment, fixtures, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or usable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and whether affixed or annexed or not shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.

(4) All mineral, oil, gas and water rights, rights, water and water stock, if any

(5) All awards or payments including interest thereon, and the right to receive the same, as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises.

The Premises are unencumbered except as follows: encumbrances disclosed in Chicago Title Insurance Co. Commitment No. 007369394, dated April 13, 1992

("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances to the Mortgagee. The Mortgagor shall not alter, modify or extend any Permitted Encumbrance without the consent of the Mortgagee.

This Mortgage secures the indebtedness or obligation evidenced by the

note dated June 1, 1992 in the principal amount of $320,000.00

payable on June 1, 1997 executed and delivered by

NBD Tr. Co. of Illinois (the "Maker") and bearing interest at the per annum rate of

percent 9.65 , Nine and 65/100 per cent on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, at the election of the Mortgagee, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of five percent

5 above the rate announced from time to time as the Mortgagee's Prime Rate.

and the guaranty of the debt of dated executed and delivered by to the Mortgagee, and

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and to the extent not paid earlier, due and payable on the maturity date of the note, or such other date as may be fixed by agreement of the Mortgagee and the Maker ("Debt").

CROSS DEFAULT. [illegible]

PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. [illegible]

TAXES. [illegible]

CHANGE IN TAXES. [illegible]

INSURANCE. [illegible]

92389062

the insurance written or renewed [illegible] and paid [illegible] premiums [illegible] for the account of the Mortgagor. In the event of foreclosure [illegible] the purchaser of the [illegible] Mortgagee [illegible] Mortgagor [illegible] [illegible] Mortgagee [illegible] of all costs and expenses [illegible] the Mortgagee [illegible] [illegible] payment of the Debt or [illegible] due or payable [illegible] Mortgage [illegible] to the repair or restoration of the Premises [illegible] Mortgagee [illegible] or at any time during the course of restoration [illegible] Premises [illegible] this Mortgage and the [illegible] shall [illegible] to restore [illegible] the Premises as Mortgagee [illegible]

**5. RESERVES FOR TAXES AND INSURANCE.** M[illegible] by Mortgagee [illegible] pay to Mortgagee [illegible] and interest [illegible] Debt [illegible] Mortgagee [illegible] Mortgagee to pay at least thirty (30) days [illegible] all taxes [illegible] [illegible] be [illegible] by Mortgagee [illegible] Mortgagee [illegible] items. These sums may be commingled with the [illegible] funds of Mortgagee and no interest shall be payable on them nor shall they [illegible] in trust for the benefit of Mortgagor. Upon [illegible] that any tax [illegible] the Mortgagor will within ten (10) days deposit [illegible] of increased taxes, assessments, charges or premiums. In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements [illegible] the [illegible] Mortgagor [illegible] paragraph [illegible] Mortgagee [illegible]

**6. WASTE.** The Mortgagor shall keep the Premises in good repair, shall not commit or permit waste on the Premises [illegible] the Premises to become [illegible]. Non-payment of taxes or cancellation of insurance shall be considered waste. Should the Mortgagor fail to effect the necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. [illegible] Mortgagor [illegible] the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have [illegible] inspect the Premises at all reasonable times.

**7. ALTERATIONS, REMOVAL.** No building [illegible] or personal property [illegible] the Premises [illegible] demolished or substantially altered without the prior written consent of the Mortgagee.

**8. PAYMENT OF OTHER OBLIGATIONS.** The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements [illegible] the Premises [illegible] other goods, services, or utilities furnished to the Premises [illegible] [illegible] kind [illegible] the Premises.

**9. ASSIGNMENT OF LEASES AND RENTS.** Further, Mortgagor does hereby pledge and assign to Mortgagee all leases [illegible] of the Premises, including without limitation all rents, issues, profits [illegible] [illegible] Premises, rights and benefits due, payable or accruing and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive [illegible] and recover the [illegible] Mortgagee [illegible] this Mortgage [illegible] Mortgagee [illegible] not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such rents. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all [illegible] leases [illegible] the Premises [illegible] Mortgagor's Mortgagee [illegible] satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

**10. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER.** If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee, as additional security for the Debt, all of the Mortgagor's right, title and interest in and to any leases and contracts or other agreements by which the Mortgagor is leasing or purchasing any part or all of the property [illegible] and all of the Mortgagor's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagor [illegible] to pay each [illegible] of rent, principal and interest required to be paid by it under the lease and contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor [illegible] its other obligations [illegible]

If the Mortgagor defaults in the payment of [illegible] principal [illegible] interest or in the payment or performance of any other obligation under the lease and contract or other agreement, the Mortgagee shall have the right but not the obligation to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. Upon receipt by the *Mortgagee from the landlord or* [illegible] under the lease and contract or other agreement of any written notice of default by the Mortgagor, the Mortgagee may rely on the notice as cause to take any action it deems necessary or reasonable to cure a default [illegible] of the Mortgagor [illegible] the existence or nature of the default.

**11. SECURITY AGREEMENT.** *This Mortgage also* [illegible] security agreement within the meaning of the [illegible] Commercial Code [illegible] and Mortgagor grants to Mortgagee a security interest in any fixtures and other

[illegible] proceeds [illegible] Mortgagee [illegible] Mortgagee [illegible] the Mortgagee [illegible] the Premises [illegible]

**12. REIMBURSEMENT OF ADVANCES.** [illegible] Mortgagee [illegible] Premises [illegible] Mortgagee [illegible] paid, [illegible] Premises [illegible] shall become additional Debt [illegible] from the Mortgagor to the Mortgagee [illegible] payable [illegible] the Debt.

**13. DUE ON TRANSFER.** [illegible] of this Mortgage [illegible] Mortgagee [illegible] Premises [illegible] Mortgagee [illegible]

**14. NO ADDITIONAL LIEN.** Mortgagor [illegible] any mortgage [illegible] a lien against the interest of Mortgagee in the Premises without the prior written consent of Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage, together with interest, and shall also be subject and subordinate to any then existing or future leases affecting the Premises.

**15. EMINENT DOMAIN.** Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with [illegible] shall [illegible] by Mortgagor. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee, including reasonable attorneys' and paralegals' fees, of the Mortgagee in collecting the proceeds and then toward payment of the Debt, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.

**16. HAZARDOUS WASTE.** The Mortgagor represents ~~and warrants~~ to the Mortgagee that [illegible] Mortgagor has not used Hazardous Materials, as defined below, [illegible] affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Also the Mortgagor has never received any notice of any [illegible] and is not aware of any existing violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Mortgagor's knowledge, [illegible] action [illegible] commenced or threatened by any party for noncompliance [illegible] the Premises. The Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored [illegible] used in compliance with all applicable federal, state and local laws and regulations, and [illegible] Mortgagor shall not cause [illegible] 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 Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, [illegible] Hazardous Materials onto the Premises or onto any other [illegible] property. [illegible] Mortgagor shall [illegible] and complete all investigations, [illegible] and other remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, [illegible] Mortgagee [illegible] Premises [illegible] Mortgagee [illegible] represents ~~and warrants~~ that there are no underground storage tanks on the Premises or, as reasonably can be ascertainable on property adjacent to or in close proximity to the Premises. If the Mortgagor fails to conduct an environmental audit required by the Mortgagee, then the Mortgagee may at its option and at the expense of the Mortgagor conduct such audit.

Beneficiary of the

Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including without limitation attorneys', paralegals' and consultants' [illegible] costs and [illegible] expenses, known [illegible] out of or in any way related to [illegible] Hazardous Materials [illegible] from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals; [illegible] any personal injury, including wrongful death, or property damage (real or personal) arising out of or related to such Hazardous Materials [illegible] Premises [illegible] any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or [illegible] any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagee which are based upon or in any way related to such Hazardous Materials used on the Premises. The indemnity obligations under this paragraph [illegible]

[illegible] The Mortgagee [illegible] obligations with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises

subsequent to the date that the Mortgagee's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.

(m) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee or its successors or assigns.

The Mortgagor agrees that in the event the Mortgagee or Lender or the Mortgagee or Lender's designee takes title to the Premises by foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et. seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt and loan documents, and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document, (c) the discharge of this Mortgage and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which there is a threat of the Mortgagee's liability under any federal or state laws against the Mortgagee for the protection of persons.

17. **EVENTS OF DEFAULT AND ACCELERATION:** Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (a) The Mortgagor or any other person who is the Mortgagor, any principal Obligor or the Principal Obligor fail to pay when due any amount payable under the note, the guaranty or any other agreement evidencing the Debt or to perform any other term of the notes, the guaranty or any other agreement evidencing the Debt or to make any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (b) the Mortgagor or Principal Obligor defaults under the terms of the Mortgage, any guaranty or any other agreement or other instrument relating to or securing any debt for borrowed money owed by the Mortgagor or Principal Obligor, or any event has occurred or is continuing which would permit the holder of such debt to accelerate the maturity of such debt; (c) the Mortgagor or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (d) the Mortgagor or Principal Obligor makes an assignment for the benefit of creditors or discloses to the appointment of a receiver or trustee for itself or for a substantial part of its assets or is a debtor in any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (e) a receiver, or trustee is appointed for the Mortgagor or Principal Obligor or for a substantial part of its assets without the consent of the Mortgagor or Principal Obligor. The appointment of a receiver and/or trustee with the Mortgagor or Principal Obligor, Mortgagor or Principal Obligor [illegible] of any such [illegible] proceeding [illegible] for the affirmative consent [illegible] of the Mortgagor or Principal Obligor [illegible] material such proceeding [illegible] the Mortgagor or Principal Obligor or any property of the Mortgagor or Principal Obligor [illegible] for the foreclosure or enforcement of the mortgage [illegible] Premises [illegible] Mortgagee [illegible] except as provided [illegible] Mortgagor [illegible] Mortgagor [illegible] Principal Obligor [illegible] of the Mortgagor or Principal Obligor [illegible] to be [illegible].

18. **REMEDIES UPON DEFAULT:** [illegible]

expenses incurred or paid by Mortgagee in connection or in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit for collect upon or enforce the payment of the note or any instrument which secures the note after default, whether or not actually commenced or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are above mentioned; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities; first to interest and then to principal; fourth, all other sums secured by this Mortgage; fifth, any surplus to Mortgagor or Mortgagor's heirs, legal representative, successors or assigns, as their rights may appear. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the value of the Premises or whether the Premises are occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness, [illegible] the decree of foreclosure, or [illegible] Mortgagee [illegible] which may be or become superior to the lien hereof or of such judgment, and the deficiency judgment against Mortgagor or any guarantor of the note in case of a foreclosure sale and deficiency. No action for the enforcement of the lien of any judgment of the Mortgagee shall be such that it would not be proper and available to the party in equity in the absence of this mortgage which would be proper and available to the party in equity in the absence of this mortgage or of any other lien or security for the note.

19. **REPRESENTATIONS:** [illegible]

**SOLICITS** [illegible]

WAIVER OF HOMESTEAD RIGHT [illegible]

WAIVER OF RIGHT OF REDEMPTION [illegible]

[illegible]

Witness the hand [illegible] and seal [illegible] of Mortgagor the day and year first above written.

THIS INSTRUMENT WAS PREPARED BY + MAIL TO:
MR MARK POULAKIDAS
NBD SKOKIE BANK, N.A.
8001 N. LINCOLN AVE.
SKOKIE, IL. 60077
(Pt 3.3)

92389062

NBD Trust Company of Illinois
Not personally but as Trustee under a Trust Agreement dated

April 24 in 92 and known as Trust No. 52990-SK

92389062

THIS MORTGAGE is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust No. 52990-SK in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the said First Party, Mortgagor, or on said NBD TRUST COMPANY OF ILLINOIS personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party, Mortgagor, Trustee and said NBD TRUST COMPANY OF ILLINOIS 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 guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under the document that NBD TRUST COMPANY OF ILLINOIS 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 property, soil, water, vegetation, buildings, personal property, persons or animals thereon (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and (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 and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

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

IN WITNESS WHEREOF, NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, has caused these presents to be signed by its ~~Assistant Vice President~~/ Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President/ Assistant Secretary, the day and year first above written.

NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid.

By: _____
~~Assistant Vice President~~/ Trust Officer

(Corporate Seal)

Attest: _____
Assistant Vice President/ Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS AGRICULTURAL PROPERTY AND MORTGAGOR IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED BY THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CONSTITUTES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

23. **WAIVER OF JURY TRIAL.** The Mortgagor and the Mortgagee after consulting or having had the opportunity to consult counsel, knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transactions contemplated by this Mortgage or any course of conduct, dealing, statements (whether oral or written) or actions of any party hereto. [illegible]

24. **MISCELLANEOUS.** [illegible]

Witness the hand [illegible] and seal [illegible] of Mortgagor the day and year first above [illegible]

THIS INSTRUMENT WAS PREPARED BY & MAIL TO:
MR MARK POULAKIDAS
NBD SKOKIE BANK, NA
8001 N. LINCOLN AVE
SKOKIE, ILL 60077
(Pt 33)

NBD Trust Company of Illinois
[illegible] not personally but as Trustee under a Trust Agreement dated

April 24 [illegible] 92 [illegible] Trust No. 52990-SK

52389062

52389062

THIS MORTGAGE is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust No. 52990-SK [illegible] in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the said First Party, Mortgagor, or said NBD TRUST COMPANY OF ILLINOIS, personally to pay the said Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Trustee, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party, Mortgagor, Trustee and said NBD TRUST COMPANY OF ILLINOIS 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. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or [illegible] against NBD TRUST COMPANY OF ILLINOIS by reason of any covenants, statements, representations, indemnities or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation now or hereafter having any interest under this instrument that NBD TRUST COMPANY OF ILLINOIS 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 property, soil, water, vegetation, buildings, personal property, persons or animals thereon (all any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials), (ii) any lawsuit brought or threatened, settlement reached or governmental order relating to such hazardous materials, and (iii) any violation of laws, orders, regulations, requirements or demands of governmental authorities, or any policies or requirements of the Trustee which have been violated or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

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

IN WITNESS WHEREOF, NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President/ Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President/ Assistant Secretary, the day and year first above written.

NBD TRUST COMPANY OF ILLINOIS [illegible]

By: [illegible]
Assistant Vice President/ Trust Officer

COUNTY OF COOK

I, Diana Duebner, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph L. Sochacki, ~~Assistant Vice President~~/ Trust Officer of BD TRUST COMPANY OF ILLINOIS and George L. Lagos, Assistant Vice President/ Assistant Secretary of said Company, personally known to me to be that same persons whose names are subscribed to the foregoing instrument as such ~~Assistant Vice President~~/ Trust Officer and Assistant Vice President/ 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 Trust Company for the uses and purposes therein set forth, and said Assistant Vice President/ Assistant Secretary then and there acknowledged the he/she, as custodian of the corporate seal of said Trust Company did affix the corporate seal of said Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of June, A.D., 19 92

Diana Duebner
Notary Public

OFFICIAL SEAL
DIANA DUEBNER
Notary Public, State of Illinois
My Commission Expires 7/11/95