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- 2 -

16 *Journal of Health Politics, Policy and Law*, Vol. 27, No. 1, January 2002

**REFERENCES:** Lederer, L. B.; and the X-ray Physics Division of the Physics Department, Brookhaven National Laboratory, Upton, New York 11973.

In view of the importance of the British Commonwealth countries as a market for our exports, it is important that we should have a clear understanding of their economic situation and their needs.

Therefore, the first step in the design of a system for the detection of the presence of a target in a scene is to define the set of features that are used to describe the target.

1979-1980 学年，我区小学数学教学工作在区教育局的领导下，以《大纲》为依据，以《新教材》为载体，以“三基”训练为重点，以“四化”（即：教学手段现代化、教学方法多样化、教学组织形式多样化、教学评价多样化）为途径，以“五育并举”为指导思想，以“提高课堂教学效率，促进学生全面发展”为目标，通过全体数学教师的共同努力，取得了一定的成绩。

**B**esides the various forms of *Boettcheria* and *Leptothrix* there have been described a few species of *Leptothrix* which are not closely related to the genus *Leptothrix*, but which are closely related to the genus *Boettcheria*.

The first section of the paper presents a brief history of the development of the technique of the synthesis of polyesters from aromatic dicarboxylic acids and diols. The second section describes the synthesis of polyesters of phthalic acid and its derivatives with various diols and the properties of the resulting polymers.

With the introduction of the first generation hybrid car, Toyota has set a new standard for fuel efficiency and environmental responsibility.

For example, if a company's financial performance is poor, it may be forced to take on more debt or sell assets to meet its obligations. This can lead to further financial difficulties and potentially bankruptcy.

and developed by the first author.

A. Because of the many similarities and some overlapping features between the two disorders, it is often difficult to distinguish between them.

**DISCUSSION AND CONCLUSION** During our study, we found that the main factors influencing the growth of *Leptospira* were temperature, pH, and the presence of organic matter. The optimum temperature for growth was found to be 28°C, which is similar to the findings of other researchers (Kondo et al., 1991; Kondo et al., 1992). The pH range for growth was found to be between 6.0 and 8.0, which is also similar to the findings of other researchers (Kondo et al., 1991; Kondo et al., 1992). The presence of organic matter was found to be essential for the growth of *Leptospira*, which is consistent with the findings of other researchers (Kondo et al., 1991; Kondo et al., 1992).

The aggregate effect of the two factors is that there is a significant positive relationship between the number of hours worked per week and weekly income.

and the following year he was appointed to the post of professor of mathematics at the University of Cambridge.

such notice, landlords may not collect rent or apply the procedures of law against lessees who have failed to pay rent or otherwise violated the lease agreement. This provision is intended to prevent landlords from evicting tenants who have not paid rent or otherwise violated the lease agreement.

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19. **Default.** It shall be deemed in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either if payment is late or in any payment required by the Note under the terms of said Note or this Mortgage; or (b) a petition shall be filed by or against the Borrower in voluntary or involuntary bankruptcy or under Chapters XI, XII or XIII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or (c) the Borrower shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Borrower or for all the assets owned or any part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Borrower or of the assets owned or any part thereof for the arrangement, liquidation or winding up of the affairs of the Borrower, or (d) the Borrower shall make an assignment for the benefit of creditors, or shall attempt in writing inability to pay Borrower's debts generally as they become due; or (e) default shall be made in the due observance or performance of any clause of the covenants, agreements or conditions contained in this Note or in any instrument related thereto or in any other instrument evidence, securing or guaranteeing the Note, required to be kept or performed or observed by the Borrower or his/her spouse in any note, instrument, indenture, security or guaranteeing the Note, and the same shall continue the Note 15 days late and off of the foregoing being herein referred to as an "Event of Default"; then and in every such case the whole of said principal sum hereby so held shall, at once, at the option of Lender become due and payable, together with accrued interest thereon, without notice to Borrower.

## 14. Disposition of Note or Mortgagor.

A. Any sale, conveyance, assignment, pledge, hypothecation, encumbrance or other transfer of title to, or any interest in, or the placing of any lien upon the Property, the beneficial interest in the Note or a ownership interest in the Borrower or the beneficiary of Borrower's interests, or by operation of law without Lender's prior written consent shall be an Event of Default hereunder.

B. For the purpose of, and without limiting the generality of, Paragraph 16A, the nonexistence at any time of any of the following events shall be deemed to be an unprivileged transfer of title to the Borrower and therefore an Event of Default hereunder: (a) any sale, conveyance, assignment or other transfer of the general partnership interest in an Unlisted partnership or general partnership (hereinafter called the "Partnership"), which constitutes the Borrower or the beneficiary of Borrower's interest; provided that if there is only one general partner and that general partner dies or becomes incapacitated, a transfer to a successor general partner, subject to the approval of Lender, which approval will not be reasonably to be withheld, will not be an event of default; (b) any grant of a security interest in any general partnership interest in the Partnership; (c) any sale, conveyance, assignment or other transfer of any share of stock of any corporation which constitutes the Borrower or the beneficiary of Borrower, or which is directly or indirectly controlled by the Partnership, which results in any material change in the identity of the individuals previously in control of such corporation or Partnership; (d) the grant of a security interest in any share of stock of any corporation described in the previous clause (c) which could result in a material change in the identity of the individuals previously in control of such corporation or Partnership; (e) an act of God which results in a material change in the identity of the individuals previously in control of such corporation or Partnership.

C. It is understood and agreed that the indebtedness so named hereby was created solely due to the financial application, development business, background and business organization of Borrower (or in the event Borrower is a trust, the beneficiary of Borrower) and Lender continues to hold open space on the same of establishing the value of the Premises. It is further understood and agreed that any secondary or junior financing placed upon the Property or the improvements located thereon, or upon the interests of Borrower (or in the event Borrower is a trust, the beneficiary interest of the trust) may allow funds which would otherwise be used to pay the indebtedness named hereby, and could result in acceleration and/or foreclosure by any such junior lender. Any such action would force Lender to take measures, and incur expenses, to protect its security, and would detract from the value of the Premises, and impair the rights of Lender granted hereunder.

D. Any consent by Lender to, or any waiver of, any event which is prohibited under this Paragraph 14, shall not constitute a waiver to, or waiver of, any right, remedy or power of Lender upon a subsequent event of default.

## 17. Default of Creditor. The Note has been assigned, by separate Counterpart, by Terrence H. Engelhardt,

and it is expressly agreed that in case any guarantor shall be declared a bankrupt, or shall file a petition in voluntary bankruptcy, or under Title 11 of the United States Code, or any other similar state or federal law, or should any guarantor file any documents, papers or proceedings admitting his bankruptcy or inability to pay his debts or discharge his liabilities, or if a trustee or receiver is appointed for any guarantor or for the property or interests of any guarantor, or should any court take jurisdiction of any guarantor's property, or assets, or should any garnishee issue any garnishment for the benefit of his creditors, then upon the occurrence or happening of any such event, Lender may declare an Event of Default hereunder, and may at its option in achieve the entire remaining principal balance to be immediately due, or and Lender may commence instituted foreclosure proceedings, and/or sell and/or any right or remedy herein reserved, and/or any right or remedy retained by law in such case made and provided.

E. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the hereinfor the such indebtedness in part thereof, or any part to foreclose the same hereof, there shall be offered and included no additional indebtedness in the decree for sale all expenses and expenses which may be paid or incurred by or on behalf of Lender for securing, foreclosing, sale, collection or otherwise for the maintenance and protection of the Premises, changes, publications costs, and other which may be estimated as to appear to be reasonable after entry of the decree for protecting all such interests of title, title searches and examinations, title insurance policies, Tenant certificates and similar data and assessments with respect to title as Lender may deem reasonably necessary, either for protection such as to evidence to holders at any sale which were so bid 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 mentioned, and such expenses and fees as may be incurred in the protection of and Premises and the maintenance of the title of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding after filing this Mortgage, the Note or said Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest from the date of commencement of the Default Date stated in the Note and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the order set forth in Paragraph 7 of the Note and the surplus if any to Borrower, Borrower's heirs, legal representatives or assigns, as their rights may appear.

F. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after trial, without regard to the inferiority or insufficiency of Borrower at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a residence or not and Lender, notwithstanding any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosures and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, to which, during any further time when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such case for the protection, preservation, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands after deducting reasonable compensation for the receiver and his expenses as allowed by the court, in payment (in whole or in part) of any or all of any obligation secured hereby, including without limitation the following: in such order of application as Lender may elect, (1) amounts due upon the Note, (2) amounts due upon any decree entered in any suit foreclosing this Mortgage, (3) costs and expenses of foreclosure and litigation upon the Premises; (4) attorney's fees, legal expenses, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (5) any other fee or charge upon the Premises that may be or become owing in the title of this Mortgage, or of any decree foreclosing the same provided that such application in place prior to successive sale, and (6) the deficiency in case of a sale and a deficiency.

G. Application of Funds Upon Default. In the event of a default in any of the provisions contained in this Mortgage or in the Note executed hereby, Lender may, without being required to do so, apply any sums on deposit pursuant to Paragraph 4 hereto, or any of Borrower's obligations herein or in the Note contained in such order and manner as Lender may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Borrower. So long as any amount is unpaid under the Note or this Mortgage, the funds on deposit pursuant to Paragraph 4 hereto shall be applied for the purposes for which made hereunder and shall not be subject to the direction or control of the Borrower, and Lender shall not be liable for any failure to apply to the payment of taxes, assessments or insurance premiums unless Borrower, while not in default hereunder, shall have requested in writing to make application of such funds for such taxes, assessments or insurance premiums.

H. Lender's Right to Exercise Remedies. The rights and remedies of Lender as provided in the Note, in this Mortgage, in any other loan document or certificate under applicable law, shall be cumulative and concurrent and may be pursued separately, successively or together against Borrower or against other obligors, if any, or any one or more of the Premises, or against any one or more of them, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver of such rights. No delay or omission of Lender to exercise any right or power accruing upon any default shall impede any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Mortgage to Lender may be exercised from time to time as often as may be deemed expedient by Lender. Nothing in this Mortgage or in the Note shall affect the obligation of Borrower to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

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22. **Rights of Lender.** In case of default herein, Lender shall, but need not, make any payment or perform any act which it may deem necessary or convenient to protect its interest or that of partial or total payment of principal or interest on prior indebtedness, when and upon such discharge, compensation or settle any tax due or taxes prior thereto taken or laid or claim thereof, or reduction from any sum or amount due hereunder, or in connection therewith, including attorney fees, and any other expenses incurred by Lender to protect the Premises and the items listed, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest shown from the date of the disbursement or the rate stated in the Note; provided that the aggregate amount of the indebtedness secured herein, together with all such additional sums advanced shall not exceed five hundred (500%) percent of the amount of the original indebtedness incurred herein. Interest on Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.

23. **Acceleration.** Any acceleration by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be deemed to prejudice the exercise of any right or remedy hereunder. The prepayment of interest or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage or to demand repayment of amounts unpaid with interest as provided herein or in the Note.

24. **Mortgage by Recipient.** Borrower waives the benefit and agrees not to invoke any appraisal, valuation, stay, extension or extinguishment laws or any related continuation laws, now existing or hereafter enacted, in order to prevent or hinder the enforcement of debts under this Mortgage. Borrower for Borrower and all others who claim through or under Borrower waives any and all rights to have the property and interests comprising the mortgaged Premises established upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to issue such an order under the foreclosed Premises shall do so at no expense. Borrower hereby waives any and all rights of redemption from sale provided for in the decree of foreclosure of this Mortgage on Borrower's behalf and on behalf of each and every person in whose decree of judgment judgment or decree is given, reserving any interest in the title to the Premises subsequent to the date of this Mortgage. Borrower hereby waives and releases all rights and interests under and by virtue of the homestead exemption laws of the State of Illinois.

25. **Borrower.** This Mortgage and all precessions hereon shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons liable for the payment of the indebtedness or any portion thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the singular or plural in the context and meaning. All obligations of Borrower hereunder shall be joint and several if more than one party comprise the Borrower. The word "Lender" when used herein shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note hereinabove recited.

26. **No Merger.** It is the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title. The Provision of this paragraph is intended and agreed that should Lender acquire any additional interest in or to the Premises or the ownership thereof, then, unless otherwise set forth in a instrument by Lender, as evidenced by an express statement to that effect in an appropriate document duly executed this Mortgage and the lien hereon shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as it would be a stranger to the foregoing intent.

27. **Release.** Lender shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Lender for the preparation and execution of such release.

28. **Borrower not a joint lessee w/ Partner.** Borrower acknowledges and agrees that in no event shall Lender be deemed to be a partner or joint lessor with Borrower or any beneficiary of Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint lessor on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document made during or according any of the indebtedness secured hereby, or otherwise.

29. **Notice.** Any notice which either party hereto has desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower or Lender in the address set forth above, or at such other place as any party hereto may by notice in writing designate as a place for service of process. Such notice shall constitute service of notice hereunder.

30. **Susceptibility.** In the event any of the provisions contained in this Mortgage or in any other Loan Documents (as defined in the Note) shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provision of this Mortgage. The obligations created hereby or any other Loan Document and same shall be construed as though the illegal or unenforceable provision had not been contained herein and thence. This Mortgage has been executed and delivered at Chicago, Illinois and shall be construed in accordance therewith and governed by the laws of the State of Illinois.

31. **Capitals.** The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as limiting in any way the scope or intent of the provisions hereof. If it ever used, the singular number shall include the plural and vice versa, and the male and female gender shall be applicable to all genders.

32. **Assignment of Rent and Leases.** A. To further secure the indebtedness secured hereby, Borrower does hereby sell, assign and transfer unto Lender all the rents, issues and profits now due with respect to the Premises, and does hereby sell, assign and transfer unto Lender all the rents or right title and interest in tenancy under or by virtue of any lease, whether written, verbal, or any letting of, or any agreement for the use or occupancy of, the Premises or any part thereof, which may have been heretofore granted by him, hereunto made or agreed to or which may be made or agreed to by Borrower or his agents or beneficiaries under the powers herein granted. It being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the assets therefrom, to Lender, and Borrower does hereby appoint attorney, Lender's true and lawful attorney, to sue, cause to be sued, and stand with or without calling process of the Premises to rent, issue or let off and possess of the Premises to any party or parties at such rental and upon such terms as Lender shall, in its discretion, determine, and to collect all of said rents, issues, profits and profits arising from or accruing at any time hereafter, and also to due or that may hereafter exist on the Premises.

B. Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one year, and that the payment of more than the sum to accrue for any portion of the Premises has been or will be without Lender's consent. Waived, released, discounted, or otherwise discharged or compromised by Borrower. Borrower shall not grant any right of set off or抵消权 to set off or pay any person in possession of any portion of the Premises. Borrower agrees that it will not assign any lease or any rents or profits of the Premises, except to Lender or with the prior written consent of Lender.

C. Nothing herein contained shall be construed as constituting Lender as a mortgagee in possession in the absence of the taking of actual possession of the Premises by Lender. In the exercise of the power herein granted Lender, no liability shall be accrued or enforced against Lender, all such liability being expressly waived and released by Borrower.

D. Borrower further agrees to assign and transfer to Lender all future leases upon all or any part of the Premises and to execute and deliver, at the request of Lender, all such further assignments and assignments to the Premises as Lender shall from time to time require.

E. Although it is the intention of the parties that the assignment contained in this Paragraph 32 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as there is no Event of Default hereunder, Borrower shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby, until such time as Lender shall elect to collect such rents pursuant to the terms and provisions of this Mortgage.

F. Borrower expressly covenants and agrees that if Borrower, as lessor under any lease for all or any part of the Premises, shall fail to perform and discharge any term, covenant, condition or provision in said lease or leases, or any of them on its part to be performed or fulfilled, at the time and in the manner in said lease or leases provided, or if Borrower shall suffer or permit to occur any breach or default under the provisions of any agreement or any lease or leases given as additional security for the payment of the indebtedness secured hereby, such breach or default shall constitute a default by Lender and entitle Lender to all rights available to it in such event.

G. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of indebtedness to the trustee in possession or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Lender and recording or registration therent, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a written declaration to that effect.

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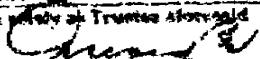
This Mortgage or Trust Deed is the nature of a mortgage so executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 114716 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants 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 said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness occupying hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the Mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the user or users of any indebtedness securing hereunder shall look solely to the trustee hereby mortgaged or conveyed for the payment thereof by the enforcement of the liens created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

SEE ATTACHED ATTORNEY'S FEES AND OTHER EXPENSES.

IN WITNESS WHEREOF, Borrower has executed this instrument:

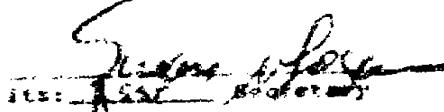
LA SALLE NATIONAL TRUST, N.A.,

not personally but only as Trustee appointed



By: George P. Bressert Vice President

ATTEST:

  
It is: George P. Bressert

DOCUMENT PREPARED BY:

Kevin P. Bressert  
KPB Law Office  
200 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601

RETURN TO ASSISTANT: BOLAND

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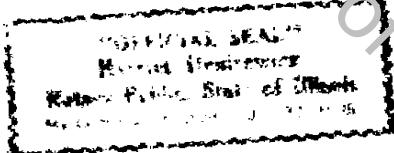
STATE OF ILLINOIS

COUNTY OF COOK

## MARSHET DESIGNEE

I, Marshall Designe, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY  
that Donald M. Lippert, as Vice President  
and John W. Eggan, as Asst. Secretary  
of Lisette National Trust, N.A.,  
Trustee under Trust Agreement dated April 1, 1991 and known as Trust  
No. 418170, who are personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such John W. Eggan, President  
and Asst. Secretary of said Company, 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 for the uses and purposes therein set forth; and said Asst. Secretary  
did then and there acknowledge 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>th</sup> day of February,  
1991.



Marshall Designe  
Notary Public

COOK CO. CLERK'S OFFICE  
0325W

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## EXHIBIT A

LOT 6 IN BLOCK 7 IN LINCOLN MANOR 4TH ADDITION, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF MIDLOTHIAN TURRPIKE IN COOK COUNTY, ILLINOIS.

ADDRESS: 4121 W. 33rd Place, Robbins, Illinois

P.I.M.: 26-03-209-015

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