94913842

SECOND MORTGAGE

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This Indenture, made October 3, 1994 [illegible] May 10,1994

[illegible] 118732 SID LUCKMAN

[illegible] Trustee,

that, whereas [illegible] principal sum of ONE HUNDRED

THOUSAND ($100,000.00) dollars

[illegible] bearer

[illegible] 8% [illegible] as of

[illegible] March 18,1994. dollars

[illegible] dollars

[illegible] That

[illegible] 1st September 95.

Any [illegible] and all of such principal and interest being made payable at [illegible] the office of Michael Landes, in Chicago, Illinois.

Now, therefore, [illegible] City of Chicago,

Cook, County of

And State of Illinois,

Lot 3 IN THE ASSESSORS DIVISION OF BLOCK 39 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Notwithstanding any provisions herein to the contrary, all parties hereto expressly agree that this Second Mortgage shall be junior and subordinate to that certain Construction Mortgage, Assignment of Rents and Security Agreement dated June 28, 1994 made by the First Party in favor of LaSalle Northwest National Bank, which encumbers the premises and which was recorded on July 5, 1994 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 94582673.

Street Address: 9 East Huron, Chicago, Illinois

DEPT-01 RECORDING $23.50

T#5555 TRAN 7628 10/26/94 10:42:00

#2194 # JJ *-94-913842

COOK COUNTY RECORDER

Permanent Index Number: 17-10-107-004-0000

OK
NK

Together [illegible]

To have and to hold [illegible]

It is further understood and agreed that:

1. [illegible] machinery or other fixtures [illegible] lien or charge on the premises [illegible] (1) pay before any penalty attaches [illegible] premises [illegible] under [illegible] secured hereby [illegible] reasonable [illegible] waiver of any right accruing to them on account of any default [illegible]

2. [illegible]

3. [illegible]

4. [illegible] reasonable [illegible] necessary either to prosecute such suit or to evidence to bidders at any sale which may be held [illegible] value of the premises. All expenditures and expenses of the nature in this paragraph mentioned [illegible] shall be payable with interest thereon at the rate [illegible] proceedings to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured or this mortgage or any [illegible] commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. [illegible] First Party, its equitable representatives or assigns [illegible]

6. [illegible] assessment [illegible] in case of a sale and deficiency.

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Property of Cook County Clerk's Office

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereunder and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereunder has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a trust identification or any instrument identifying same as the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

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This Trust Deed is executed by the LaSalle National Trust, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Trust, N.A. 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 said First Party or on said LaSalle National Trust, N.A. 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 Trustee 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 Trust, N.A. 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 Trust, N.A., not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LaSalle National Trust, N.A. As Trustee as aforesaid and not personally,

By Rosemary Collins **Assistant Vice President**

Attest William H. Dillon **Assistant Secretary**

STATE OF ILLINOIS
COUNTY OF COOK } **S.S.**

KATHLEEN E. BYE

a Notary Public in and for said County, in the State aforesaid, **do hereby certify**

Rosemary Collins Assistant Vice President of the **LaSalle National Trust, N.A.**, and

William H. Dillon Assistant Secretary

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

Given under my hand and Notarial Seal this 21st day of October A.D. 19 94

"OFFICIAL SEAL"
Kathleen E. Bye
Notary Public, State of Illinois
My Commission Expires Jan. 20, 1999

Kathleen E. Bye
Notary Public

The instrument to which this Trust Deed has been identified herewith under identification No. 82892

LA SALLE NATIONAL TRUST, N.A. Trustee
BY: Rosemary Collins
Assistant Vice President

Important

For the protection of both the borrower and lender, the note secured by this trust deed should be identified by the trustee named herein before the trust deed is filed for record.

Prepared By:
Erwin Rubin, Kroll & Rubin, Ltd., 415 N. LaSalle Street, Suite 502, Chicago, IL. 60610

Box No.

Trust Deed

LaSalle National Trust, N.A.
as Trustee

KROLL & RUBIN, LTD.
415 N. LASALLE ST., SUITE 502
CHICAGO, ILLINOIS 60610
PH. 222-0114

The Above Space for Recorders Use Only

LaSalle National Trust, N.A.
135 South LaSalle Street
Chicago, Illinois 60603-4192

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